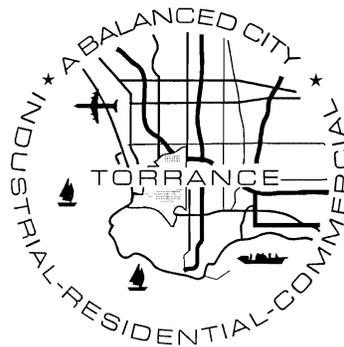


**PROJECT MANUAL FOR REPLACEMENT OF THE FLOORING  
AT THE STANELY REMELMEYER CABLE BUILDING  
B 2013-22**



**APRIL 2013**



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**PART A**

**NOTICE INVITING BIDS**



CITY OF TORRANCE  
CALIFORNIA

**NOTICE INVITING BIDS**

Notice is hereby given that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Torrance, California, until **2:00 p.m. on Thursday, June 6th, 2013** after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**Bid for Replacement of the Flooring at the Stanley Remelmeyer Cable Building  
B2013-22**

Plans, Bid Proposal (for reference only) and Specifications are available for viewing and printing from the City's website at <http://www.torranceca.gov/25079.htm>.

**There will be a mandatory pre-bid conference held on Wednesday, May 15th, 2013 at 10:00 a.m. commencing at the Stanley Remelmeyer Cable Building, 3350 Civic Center Drive, Torrance, CA 90503.** The City of Torrance will consider the bidder as non-responsive if the bidder does not attend the mandatory pre-bid conference. **Addenda will be issued only by email and only to those attended the mandatory pre-bid conference.** All addenda must be acknowledged. Failure to acknowledge addenda on the bid forms provided may render the proposal non-responsive and cause it to be rejected.

An official bid proposal packet, which includes:, bid proposal forms, and a bound Specifications booklet may be obtained at the Office of the City Clerk (310) 618-2870, free if picked up at City Hall, or payment of \$5 if requested by mail. Both amounts include tax. Neither amount is refundable. A prospective bidder must provide to the City Clerk's office, the firm's name, address, telephone and fax number, a contact person and a valid email address.

If requesting any item(s) by mail, please send check to the following:

**CITY OF TORRANCE  
OFFICE OF THE CITY CLERK  
3031 TORRANCE BLVD  
TORRANCE, CA 90503-2970  
ATTN: B2013-22**

The project estimate is between \$ 75,000- \$ 85,000. Area of work: approximately 12,000 square feet. The work shall be completed within ninety (90) calendar days of receipt of the Notice to Proceed (NTP). Onsite work will be done during alternating weekends (Friday-Sunday) where City Hall is closed, no more than four (4) – three (3) day weekends.

Bids are required for the entire work described herein.

The City has determined the bidder must have a valid "C-15" Flooring and Flooring Covering License. Bidder must have 5 years experience in projects of similar size and scope.

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

No Facsimile Bids shall be accepted by the City.

Project is not subject to prevailing wage.

By order of the City Council of the City of Torrance, California.

For further information, please contact Diane Megerdichian, Business Manager General Services Department at 310-781-7151 or [dmegerdichian@torranceca.gov](mailto:dmegerdichian@torranceca.gov). If emailing questions, please put project title in the subject line.

**PART B**

**INSTRUCTIONS TO BIDDERS**



**CITY OF TORRANCE  
CALIFORNIA**

**INSTRUCTIONS TO BIDDERS**

**A. QUALIFICATION OF BIDDERS**

1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish a plan of procedure proposed; organization, machinery, plant and other equipment available for the Work; evidence of financial condition and resources; and any other documentation as may be required by the City to determine if the Bidder is responsible.

2. Contractor's License

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

**B. BIDDER RESPONSIBILITY**

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the General Services Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the next lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable Bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the bid. Failure to attach any addendum may render the bid non-responsive and cause it to be rejected.

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the drawings, specifications, and other contract documents.

2. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included in the Specifications. All Bid Documents must be completed, executed and submitted with Bid by Bidder. Required seven (7) Bid Proposal Documents:

1. Bidder's Proposal
2. Addenda Acknowledgment
3. Contractor's Affidavit
4. Bid Bond (10% of Bid)
5. List of Subcontractors
6. References (2 pages)
7. Bidder's Information (2 pages)

All prices submitted will be considered as including any and all sales or use taxes. In case of a discrepancy between a unit bid price and total bid, the unit price shall prevail.

E. BID FORM/BOND

The Bid must be accompanied by cash, a certified or cashier's check, or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the City Clerk's office. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guarantees accompanying those proposals, which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

F. AFFIDAVIT

An affidavit form is enclosed. It must be completed signifying that the bid is genuine and not collusive or made in the interest or on behalf of any person not named in the bid, that the bid has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. Any bid submitted without an affidavit or in violation of this requirement will be rejected.

G. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required seven (7) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

H. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received. This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

I. EXECUTION OF CONTRACT

After the Contract is awarded, the awarded bidder shall execute the following six (6) documents:

1. Performance Bond (100% of Bid)
2. Labor and Material Bond (100% of Bid)
3. Contract – Contract Services Agreement
4. Verification of Insurance Coverage (Certificates and Endorsements)
5. Business License Application Form

The contract shall be signed by the successful bidder and returned, together with the contract bonds and evidence of required insurance coverage, **within ten (10) working days**, not including Sundays, after the bidder has received notice that the contract has been awarded. Failure to execute the contract as specified above shall be just cause for annulment of the award and forfeiture of the proposal guarantee. The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

Bond amounts shall be as provided in Section 2-4 of the Standard Specifications for Public Works Construction. The Performance Bond shall be required to remain in effect for one (1) year following the date specified in the City's Notice of Completion, or, if no Notice of Completion is recorded for one (1) year following the date of final acceptance by the City Manager.

J. PERMITS, LICENSES AND CONTRACT SERVICES AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to completion of Work. The Contractor shall execute a Contract Services Agreement. No fee is charged for a permits issued by the City of Torrance Building and Safety Department for a public works project. The Contractor shall obtain a City of Torrance Business License. To obtain a Torrance Business License please call 310-618-5923.

K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Contract Services Agreement included in the Project Specifications.

L. SUBCONTRACTS

Each Bidder shall comply with the Chapter of the Public Contract Code including sections 4100 through 4113. The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract price. When a portion of an item is subcontracted, the value of the work subcontracted will be based on the estimated percentage of the Contract Unit Price, determined from information submitted by the Contractor, subject to approval by the City Manager.

M TRAFFIC CONTROL PLAN

Not applicable

N. PRE-BID INQUIRIES

Bidders with pre-bid inquiries must submit questions in writing to the General Services Department. Any and all questions must be emailed to Diane Megerdichian, Business Manager at [DMegerdichian@torranceca.gov](mailto:DMegerdichian@torranceca.gov). Please list **“Replacement of Flooring at the Stanley Remelmeyer Cable Building (question-topic)”** in the subject line of the email. For questions of a general nature, bidders may contact Diane Megerdichian directly at 310-781-7151

O. RESPONSIBILITY OF CITY.

The City of Torrance shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

P. CONSTRUCTION SCHEDULE AND PRECONSTRUCTION CONFERENCE.

The office staff of the City is currently operating on a 9/80 work week; therefore, City Hall is closed every other Friday.

In accordance with the herein Special Provisions, after notification of award and prior to start of any work, **the Contractor shall submit to the City Manager for approval its proposed Construction Schedule within ten (10) working days from the date of Notice of Proceed.** At least two (2) days, exclusive of Saturdays, Sundays and holidays, prior to commencement of work, the Contractor shall attend a pre-construction conference.

**The Contractor will provide all product and equipment submittals to the City of Torrance or designated consultant within ten (10) working days from the date of Notice to Proceed.** The Contractor shall immediately order materials requiring a delivery delay upon receipt of a written notice from the City that the City Council has approved an Award of Contract. Contractor shall provide written proof(s) of timely material order(s) and shall include any delivery delays in the Construction Schedule.

Q. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall begin work after the mailing, from the City Manager to the Contractor, by first class mail, postage prepaid, of a Notice to Proceed. **The Contractor shall diligently prosecute the same to completion within ninety (90) calendar days of the start date specified in said Notice.** The ninety calendar day schedule includes, completion of contractual paper work, equipment/ material submittal review, the lead time for materials and equipment, and on site work. **Onsite work will be no more than four (4)-three-day weekends.**

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

R. LIQUIDATED DAMAGES

The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of Torrance and the City of Torrance and their customers using the affected areas. Such delay will also result in the necessity of several inspections each day to ensure that the project is properly progressing. The parties also agree that failure to complete the project on time will prevent the City from having the use of the facility. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that Five Hundred (\$500) a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that Five Hundred Dollars (\$500) per calendar 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. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The Contractor will not be assessed liquidated damages for any delay in completion of the work when such delay was caused by the failure of the City or the owner of a utility to provide for removal or relocation of the existing utility facilities; provided, however, that the Contractor shall have given the City and the owner of a utility timely notice of the interference. "Timely notice" shall be defined as a verbal notice (to be followed up in writing) no later than one (1) hour after initial discovery of the interference unless the City Representative is present, in which case notice shall be given immediately in writing to the City Manager.

S. GENERAL PREVAILING WAGE RATE- Not applicable

T. PRELIMINARY NOTICES

Preliminary Notices should be mailed to the following address.

Diane Megerdichian  
General Services Department  
3350 Civic Center Drive  
Torrance, CA 90503

**PART C**

**SPECIAL PROVISIONS**



## **SECTION A. GENERAL**

The Project Specifications for all work on this project are the specifications contained in the “**Project Manual for Replacement of the Flooring at the Stanley Remelmeyer Cable Building**”, prepared by the City of Torrance.

These Specifications are intended to govern all aspects of the appurtenant construction including, but not limited to, materials, methods and details, except as modified herein or as inconsistent with the provisions hereof.

### **DEFINITIONS**

Whenever the following terms are used, they shall be understood to mean and refer to the following:

Agency or City - City of Torrance.

Board- The City Council of the City of Torrance herein referred to as City Council.

City Manager - The City Manager of the City of Torrance, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Consulting Architect – Not applicable

Laboratory - The designated laboratory authorized by the City of Torrance to test materials and work involved in the contract.

## **SECTION B. REFERENCE TO STANDARDS OR PUBLICATIONS**

Any reference made in the Contract Documents to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard, or publication in effect as of the date of advertising the work, except to the extent that said standard or publication may be in conflict with applicable laws, ordinances, or governing codes. Contractors should be aware of all new code requirements (such as Cal-Green) when dealing with HVAC and other general building work. No requirements of these specifications or the drawings shall be waived because of any provisions of, or omission from, said standards or publications.

## SECTION C. DESCRIPTION OF THE WORK

1. Scope of the Work. The work to be done consists of furnishing all labor, materials, tools, equipment and incidentals complete the replacement of the flooring at the Stanley Remelmeyer cable building as shown in the specifications prepared by the City of Torrance.

## SECTION D. GENERAL PROCEDURES

1. Specifications and Drawings Complementary. The Specifications and Drawings are complementary, and what is called for in one shall be as binding as if called for in both.
2. Order of Precedence of Contract Documents. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
  - a. Change Orders (Including Plans and Specifications attached thereto).
  - b. Contract Services Agreement
  - c. Addenda
  - d. Special Provisions
  - e. Plans
  - f. Standard Plans
  - g. Instructions to Bidders
  - h. Standard Specifications

Within the Specifications the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Permits from other agencies/supplemental agreements
- c. Special Provisions
- d. Instructions to Bidders
- e. Referenced Standard Drawings
- f. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

- a. Change Orders drawings govern over Addenda and Contract Drawings
- b. Addenda drawings govern over Contract drawings
- c. Contract drawings govern over shop drawings and standard drawings
- d. Detail drawings govern over general drawings
- e. Figures govern over scaled dimensions

3. Discrepancies in the Contract Documents. Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported in writing to the City Manager, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the City Manager, and no additional payment or time shall be allowed therefor.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to bidding, the decision regarding this interpretation shall rest with the City Manager. The Contractor shall be compelled to act on the City Manager's decision as directed. In the event the installation is not in compliance with the direction of the City Manager, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

See Section C of these Special Provisions for "Claims".

4. Errors and Omissions. If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, he shall immediately inform the City Manager. The City Manager shall promptly review the matter, and if the City Manager finds an error or omission has been made the City Manager shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Manager.
  
5. Changed Conditions. The plans for the work show conditions as they are believed by the City Manager to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.  
  
The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment, which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes, which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time, which is incurred due to failure or negligence on its part to make such examination.
  
6. As-built Drawings. The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.
  
7. Construction Staking. The Contractor is responsible for all construction staking and shall be responsible for the cost of any restaking required due to disturbance caused by its operations, failure to protect the work site from vandalism or other causes of loss.

8. Notice to Proceed. Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.
9. Delay in Obtaining Materials. No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the City Manager or obtains from the supplier and furnishes to the City Manager documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".
10. Inspection and Testing. The Work is subject to inspection and approval by the CITY. The Contractor shall notify the CITY a minimum of 48 hours in advance of the required inspection.

The CITY will make, or have made, such inspections and tests, as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the CITY, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the CITY may be required to be removed and replaced under the inspection of the CITY, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the CITY shall, if so directed, be uncovered to the extent required by the CITY, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The CITY and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

11. Project Schedule
  - 12.1 The Contractor shall submit a Construction Schedule in accordance with the project manual to the City Manager prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the

specified time. The Contractor shall be responsible for coordination of all phases of the operation so that the time schedule can be met.

- 12.2 If the Contractor desires to make a major change in its method or operations after commencing construction or if their Schedule fails to reflect the actual progress, the Contractor shall submit to the City Manager a revised Construction Schedule in advance of beginning revised operations.

12. Mobilization

- 13.1 Scope. Mobilization shall include the provision of the Construction Schedule; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the project; all as required for the proper performance and completion of the work.

Mobilization shall include, but not be limited to, the following principle items.

- (a) Submittal and modification, as required, of the Construction Schedule.
- (b) All associated documentation and submittals required by Exhibit A of the contract.
- (c) Installing temporary construction power and wiring.
- (d) Establishing fire protection system.
- (e) Developing construction water supply.
- (f) Providing on-site sanitary facilities and portable water facilities, as required.
- (g) Arranging for and erection of Contractor's work and storage yard.
- (h) Submittal of all required insurance certificates and bonds, including subcontractors.
- (i) Obtaining all required permits.
- (j) Posting all OSHA required notices and establishment of safety programs.
- (k) Have the Contractor's superintendent at the job site full-time.
- (l) Pot-holing and other research and review as necessary to verify site conditions and utility locations, including research and review as necessary for change orders.
- (m) Demobilization.

13. Markup. The following percentages shall apply for additional work:

Profit	5% maximum
Overhead	5% maximum

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the jobsite but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The City shall not pay for the cost of foremen or a superintendent unless authorized in advance by the City Manager. To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

14. Utilities. The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert - Southern California" for utility locating in all public right-of-ways by calling 1-800-227-2600 at least 48 hours prior to any excavation.

15. Completion, Acceptance and Warranty. If, in the CITY's judgment, the Work has been completed and is ready for acceptance, the CITY will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The CITY may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the CITY's option, the CITY may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Manufacturer's warranties and guaranties furnished for materials used in the Work and instruction sheets and parts listed supplied with materials shall be delivered to the CITY prior to acceptance of the Work. The duration of the warranty or guaranty shall be the standard of the industry with a minimum of 1 year from the date of Notice of Completion.

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The CITY may require a manufacturer's warranty on any product offered for use.

16. Contractor's Representative. The Contractor's Representative shall be approved by the CITY prior to the start of the Work. If the designated representative is rejected, the Contractor shall immediately designate another representative in writing and submit to the City for consideration. The CITY shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time and at no cost to the CITY.

## **SECTION E. PAYMENTS TO CONTRACTOR AND CLAIMS**

1. Breakdown of Contract Prices. The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. The breakdown shall include separate line for each subcontractor's bid and/or contract amount. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the City Manager as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.
2. Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the City Manager, the Contractor shall immediately furnish the City with proof of payment of such accounts.
3. Additional Work. Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the City Manager. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the City Manager for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.
4. Claims. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in

which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The City Manager may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the City Manager agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the City Manager and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the City Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

5. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the City Manager, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the City Manager. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.
  
6. Request for Payment. Contractor shall submit all requests for payment on AIA Document G702 – Application and Certificate for Payment and G703- Continuation Sheet. For each item provide a column for listing: Item Number; Description of Work; Scheduled Value, Previous Application; Authorized Change Orders; Total completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Manager. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Manager.

The City will retain 5 percent of the value of all work done and materials installed as part security for fulfillment of the contract by Contractor. The full 5 percent retention will be retained on all payments for 35 days after the filing of the Notice of Completion.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts. It is the contractor's responsibility to provide the correct releases in order to obtain payment by the City. The Contractor shall provide the City with Unconditional Lien Release on Final Payment with a zero balance is required from all material suppliers and subcontractors with the request for final payment.



**PART D**  
**BID DOCUMENTS**





**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

B2013-22

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

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

Subscribed and Sworn to  
before me this \_\_\_\_\_  
of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Notary Public in and for said  
County and State.  
(Seal)

**BID BOND**

B2013-22

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_  
\_\_\_\_\_

as principal, and \_\_\_\_\_  
as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2013-22, said work being: Replacement of Flooring at the Stanley Remelmeyer Cable Building, in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of said principal shall be accepted and if said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-Fact

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

1. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

2. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

3. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

4. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES**

(List work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name (Firm/Agency): \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Title of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Date of Completion \_\_\_\_\_ Contract Amount:\$ \_\_\_\_\_

2. Name (Firm/Agency): \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Title of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Date of Completion \_\_\_\_\_ Contract Amount:\$ \_\_\_\_\_

3. Name (Firm/Agency): \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Title of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Date of Completion \_\_\_\_\_ Contract Amount:\$ \_\_\_\_\_

4. Name (Firm/Agency): \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Title of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Date of Completion \_\_\_\_\_ Contract Amount:\$ \_\_\_\_\_

**Bidder's Information**

The bidder must provide a detailed list of the trades and the description of the work they will perform with their own company for this project.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_
- 14. \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Date first obtained: \_\_\_\_\_

Has License ever been suspended or revoked? \_\_\_\_\_

If yes, describe when and why \_\_\_\_\_

Any current claims against License or Bond? \_\_\_\_\_

If yes, describe claims: \_\_\_\_\_

Type of entity (check one)

\_\_\_\_\_ Incorporated \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

If incorporated, in what state \_\_\_\_\_

Federal Tax ID Number # \_\_\_\_\_

Principals in Company (List all - attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
_____	_____	_____
_____	_____	_____
_____	_____	_____



**PART E**

**DOCUMENTS TO BE COMPLETED  
AND DELIVERED TO CITY AS PART  
OF CONTRACT WITH THE CITY**



## PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal(s) and \_\_\_\_ a \_\_\_\_\_ corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that: WHEREAS, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the REPLACEMENT OF FLOORING AT THE STANLEY REMELMEYER CABLE BUILDING B2013-22, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE**, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or there under, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or there under.

**PERFORMANCE BOND (CONTINUED)**

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
As Principal(s) and \_\_\_\_\_ a  
corporation, incorporated, organized, and existing under the laws of the State of  
\_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general  
surety business in the State of California, as Surety, are jointly and severally held and firmly  
bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

**LABOR AND MATERIAL BOND (CONTINUED)**

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the REPLACEMENT OF FLOORING AT THE STANELY REMELMEYER CABLE BUILDING, B2013-22, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

**LABOR AND MATERIAL BOND (CONTINUED)**

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Effective Date, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Company Name, type of Entity.

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the specifications prepared by the City of Torrance;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Replacement of the Flooring at the Stanley Remelmeyer Cable Building, Notice Inviting Bids No. **B2013-22** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from Effective Date.

#### 3. COMPENSATION

##### A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$ unless otherwise first approved in writing by the CITY

##### B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

#### 4. TERMINATION OF AGREEMENT

##### A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

##### B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S REPRESENTATIVE**

Rod Steffler, Building Maintenance Supervisor is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Company Representative

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
  - (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
    - (b) Primary Property Damage of at least \$250,000 per occurrence; or
    - (c) Combined single limits of \$1,000,000 per occurrence.
  - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
  - (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insured under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.



**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a Municipal Corporation

Company Name  
Type of Entity

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Name  
Title

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

**PART F**

**PROJECT SPECIFICATIONS**



## TECHNICAL REQUIREMENTS:

### Introduction:

The following technical specifications describe the City's requirements for the flooring replacement at the Stanley Remelmeyer Cable Building. All work must be done in accordance with the specifications contained herein.

This Bid is intended to be as descriptive as possible. However, Bidders may not take advantage of omissions or oversights in this document. Bidders must supply products and services that meet or exceed the requirements of this Bid. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

### General Information:

Contractor must have a valid C-15 Flooring and Floor Covering Contractor. Contractor must have a minimum of 5 years experience in commercial flooring installation. References must reflect experience.

### Carpet Specifications:

Manufacturer: Matrix  
Style: Triangle Park #726U9  
Installation: Quarter Turn

### Luxury Vinyl Tile (LVT):

Manufacturer : Amtico  
Style: Spacia SX5W2534  
Color: Black Walnut

### Cove Base:

Manufacturer: Burke 4 inch, rubber  
Style: #104 Fudge

### Stair Treads

Manufacturer: Burke  
Style: Endura Sculptured, Uni-steptread/riser  
Color: #24 Henna  
Visual Strips: Visual Strip at top/bottom, color brick

Stair #3 will have vinyl stair treads and matching stringers (see above for color) Landing will have LVT (see above for color)

Stair #1 will have broadloom carpet and stringers to match carpet tiles.

## Scope of Work

The bidder will be responsible for purchasing and installing the specified flooring, VCT Tile, stringers, stair treads and cove base per the manufacturer's specifications and the City of Torrance requirements.

- All flooring and associated materials must be installed according to manufacturer's specifications included with this bid.
- Only qualified, experienced flooring installers under proper supervision will be used for this installation.
- Contractor shall be responsible for the removal and disposal of all existing carpeting, VCT Tile, stringers, stair treads and cove base off of City property and in a proper manner.
- Contractor shall be responsible for removing and replacing all furniture.
- The carpet must be cut evenly along the wall to fit around all projections and into all alcoves and trim strips. Carpet must fit evenly and closely to and through thresholds where carpet joins together in doorways.
- All carpet must be aligned at seams to match color, weave, width, and length.- See guidelines shipped with order for proper installation of a carpet.
- No patching is to be used in small areas or doorways.
- All carpet furnished must be from the same dye lot.
- Upon completion of installation, the new carpet areas must be vacuum cleaned and all loose threads are to be removed. All dirt and miscellaneous debris must be removed. Carpet with spots or stains that cannot be removed to the satisfaction of the City must be replaced. This provision will also apply to any defects, imperfections, abrasions, cuts, etc., in the furnished carpet.
- The finished installation must be free from glue, scraps, carpet ripples, and blisters.
- Contractor shall be responsible for the storage and security of all equipment, tools, materials and other supplies used during the removal and installation of carpet and cove base.
- All flooring must be free from any bubbles, blisters, or ripples.
- Contractor shall provide a one year written warranty on installation and a 10 year manufacturer's warranty on quality assurance.

### Project Timeline

Work will be done during alternating weekends where City hall is closed. See attached calendar. The City of Torrance will coordinate the schedule with the awarded bidder.

Area of work- Approximately 12,000 sq ft.

**Although square footage is provided for the building, the bidder will be responsible for properly measuring and ordering materials for installations. The City of Torrance will not pay additional costs for improper measurements or lack of understanding of the scope of work.**

Notice – Failure to follow these guidelines  
can result in voiding the carpet warranty.

## TECHNICAL SERVICES DEPARTMENT

### Installation of Shaw Contract Modular Carpet Ecoworx, Ecoworx ES, Ecologix, Ergoflex & Ergoflex ES

#### INSTALLATION GUIDELINES

The following instructions should be reviewed prior to installation. Shaw Industries will not be responsible for improper installation.

#### SITE TESTING AND CONDITIONING

Maintain the temperature of the installation site, carpet, and adhesive between a minimum temperature of 65° F and a maximum temperature of 95° F for 24 hours before installation. Do not begin the installation if the room or subfloor temperature is below 65° F. The adhesive will not function properly when applied over an extremely cold surface. Relative humidity should not exceed 65%. Maintain these conditions for 24 hours prior to, during and 24 hours after installation.

Test the concrete for alkalinity prior to beginning the installation. Check the concrete for surface pH at several locations. A reading below 5.0 or above 9.0 requires corrective measures. Specific information on the correct method of neutralizing low or high pH is available through Shaw Technical Services Department.

Check the concrete for moisture at several locations using anhydrous calcium chloride test kits. The moisture transmission rate must not exceed 5.0 lbs. per 1000 sq. ft. per 24 hours. Do not begin the installation if an unacceptable moisture level is detected. Do not use other methods of moisture testing as they are not reliable. If excessive moisture is present, the general contractor or building owner must be advised and a decision made if the installation is to begin. Shaw Industries will not be responsible for any moisture related installation failures if these guidelines are not strictly followed.

#### FLOOR PREPARATION

The floor must be dry, free of dust, dirt, oil, grease, paint, wax, or any debris that could affect adhesion of the carpet modules to the floor.

**CAUTION:** Ecoworx ES and Ergoflex ES are peel n stick systems. It is extremely important that the subfloor be **completely** free of dust or debris that could contaminate the applied adhesive. Shaw Industries recommends the complete coverage of a latex primer such as Shaw's 9050 to encapsulate any remaining dust prior to installing product. Failure to use a latex primer may result in installation failure.

Do not use sweeping compounds as they may leave oily deposits. The floor must be level and smooth. Depressions and cracks must be filled with a liquid latex additive patching compound and all protrusions leveled.

**NOTE:** Do not sand or scrape Vinyl Asbestos Tile (VAT) without proper attention to abatement procedures and precautions in accordance with all state and local codes.

**SHAW INDUSTRIES, INC. MAKES NO CLAIMS AS TO THE ACCEPTABILITY OF THIS PROCEDURE AS A MITIGATION METHOD IN LIEU OF ASBESTOS REMOVAL; AND ACCEPTS NO RESPONSIBILITY IF ANY LOOSE ASBESTOS CONTAINING FLOORINGS ARE AFFECTED UPON REMOVAL OF A SHAW CONTRACT MODULAR CARPET INSTALLATION.**

Concrete floors must be sealed with liquid latex such as Shaw 9050 if dusting or powdering exists.

As always, manufacturers are subject to change their formulations. Please refer to all manufacturers' suggested use and precautions.

**CAUTION:** Cutback asphaltic adhesive or any other non-approved adhesives must never be allowed to come into contact with new adhesives. Installation failure could result. If this situation arises, contact Shaw Industries Technical Services Department at 1-800-471-7429.

#### RAISED ACCESS FLOOR PANELS

All panels must be smooth, level, secure and free of any material that will affect the adhesive bond. Carpet modules must be installed offset from access panel seams. Gaps between panels must not exceed 1/16" ( 1.6mm ).

#### TRENCH HEADERS

A 12" to 18" band of adhesive must be applied on either side of all trench headers.

#### FLATWIRE CABLE SYSTEMS

Flatwire cable systems must be centered under Networx modular tiles for better seam quality. Adhesive must not be applied over flatwire cable systems due to possible damage to the cable during tile removal.

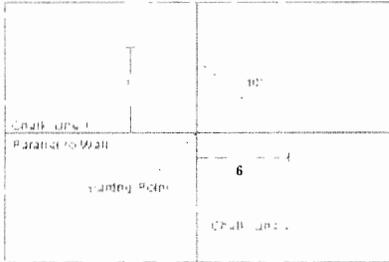
#### SITE LAYOUT

(1) The starting point in a modular installation must be as near to the center of the room as possible and must be positioned to utilize the largest perimeter cut module size.

(2) Snap a chalk line parallel to one major wall bisecting the starting point. It may be necessary to offset the center chalk line to assure perimeter modules will be at least half size.

(3) A second chalk line must be snapped from the starting point at 90° to the first line. This can be accomplished using a 3-4-5, 6-8-10, or larger triangle, depending on the room size. (See Illustration A) Meters or feet may be used to lay out the triangle in these proportions.

**Illustration A:**



**ADHESIVE REQUIREMENTS & APPLICATION**

For Ecoworx, Ecologix and Ergoflex products we recommend the use of a premium pressure sensitive adhesive such as Shaw 5000 or 5100 Adhesive. A 3/8" foam paint roller, 1/16" v-notch trowel or flat trowel may be used to apply the adhesive. Shaw does not recommend the application of adhesive by means of a sprayer. Allow the adhesive sufficient open time so that it will not transfer to the back of the tile.

Ecoworx ES/Ergoflex ES - No adhesive required

**The adhesive must be allowed to dry completely before installing the carpet.** Installing into wet adhesive will result into a permanent bond and may cause carpet to bubble!

**NOTE - A FULL SPREAD OF ADHESIVE IS REQUIRED.**

**INSTALLATION**

(1) Begin the installation by installing according to the carton number. Each module has directional arrows on the backing. This allows for one-directional or multi-directional installation. Some styles may be large scale or linear in design and require quarter turning. If you are unsure about whether or not your product requires a quarter turned installation, please contact Shaw Information Center regarding Philadelphia / Queen Commercial products at 1.800.441.7429. for assistance.

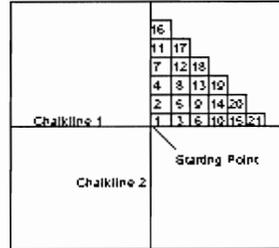
(2) Installation must begin at the intersection of two chalk lines. Installation must continue until completed in one quadrant, then proceed to an adjoining quadrant until all four quadrants are completed. Larger areas may require chalk lines bisecting the original four quadrants.

(3) Install modules using the pyramid technique (See Illustration B). This allows multiple alignment checks. If the edges do not align and the misalignment increases with progression of the installation, the source of the problem must be identified and corrected.

(4) Ecoworx ES and Ergoflex ES backings are manufactured with the adhesive already applied. Once the module is ready to install, simply peel the liner from the back and position snugly to the adjacent tile edges. Press firmly to ensure transfer to the subfloor.

NOTE: USE OF A LATEX PRIMER SUCH AS SHAW'S 9050 IS RECOMMENDED - SEE PG. 1 FLOOR PREPARATION.

**Illustration B:**



(5) Slide modules into position to prevent yarn from being trapped between the modules. Trapped yarn will adversely affect the appearance of the installation and will cause alignment problems.

(6) Modules must fit snugly, but not be compressed. Press the entire surface of the tile to ensure adhesion. Check for fit by measuring the length of ten full modules after installation. The measurement must not be less than, or exceed by more than 1/4 inch, the length of the modules being multiplied by ten. For example: if 24" X 24" modules are being installed, the measurement should be between 240 and 240 1/4 inches.

**CUTTING TECHNIQUES**

(1) Modules may be cut by measuring and cutting from the back using a straight edge. Care must be taken to assure the arrows are pointing in the correct direction.

(2) Modules may also be cut by letting them cove up the wall and cutting with a cushion back wall trimmer or similar tool. **DO NOT COMPRESS!**

**POST INSTALLATION CARE**

1. Roll the entire installation with a 75 lb roller once it is completed.

2. Use plywood over the carpet when heavy objects are moved within 24 hours after installation.

3. Protective chair mats under chairs with casters are recommended. This will prevent excessive wear to the face and possible transfer of the pressure sensitive adhesive to the back of the carpet.

4. A non-staining building material paper must be placed over the carpet to protect it when additional construction activity is to take place that would soil or stain it. **Do not use plastic sheeting as it will trap moisture.**

Shaw Technical Bulletins are updated as new information becomes available. To determine if this represents the most current information, call 1-800-471-7429 and ask for the current bulletin number and date. C200-02/22/07.

These installation procedures are intended to assist in the installation and care of Shaw modular carpet under most job conditions. Specific questions regarding installation and maintenance not covered within must be referred to the **Shaw Technical Services Department at 1-800-471-7429.** Any variance from these procedures will become the responsibility of the installer and not the manufacturer.

## Spacia Installation Checklist

For complete installation requirements and maintenance procedures, refer to the Spacia Installation Guidelines or go to Amtico.com. **Failure to comply with this checklist may result in installation related problems with Spacia flooring. COMMUNICATION:** The Flooring Contractor must contact Amtico International Technical Services at least 7 days prior to starting subfloor testing and installation. Technical Services can be reached Monday to Friday, (Eastern US) 8:30 a.m. to 4:30 p.m. EST at (404) 267-1877 or (Western US) 8:30 a.m. to 4:30 p.m. PST at 404-790-9650. Fax jobsite condition documentation and test results to: (706) 342-4521 before beginning installation.

### MATERIAL RECEIVING, HANDLING & STORAGE

- ⌚ Immediately remove any shrink wrap and make sure that materials received are correct color, style and quantity, check tiles for visual defects. Store materials flat in weather-tight area (55° F-81° F).

### JOBSITE TESTING

- ⌚ The building envelope must be sealed (walls, roofing, windows, doorways etc., installed)
- ⌚ Anticipated environmental conditions must be maintained or 75°F +/- 10°F (24°C +/- 6°C) and 50% +/- 10% RH a **minimum of 48 hours** before and during testing (ASTM F 710).
- ⌚ Test sites must be protected for duration of testing to achieve valid results.
- ⌚ Must perform testing in strict accordance to either the preferred Relative Humidity Test (ASTM F2170) or acceptable Moisture Vapor Emission Test (ASTM F1869). Relative humidity readings above 80% and vapor emission readings above 5 lb/1000 ft<sup>2</sup> per 24 hrs require a moisture suppressant system.
- ⌚ Must test surface alkalinity (ASTM F710). A 7.0 to 10.0 pH is acceptable. Reduce higher pH.
- ⌚ The surface must be flat to 1/8" in 10 ft (3 mm in 3 m). Bring high spots level and fill low spots. Smooth surface to prevent irregularities or roughness from telegraphing through the new flooring.
- ⌚ Concrete subfloors must be finished and cured without additives or surface treatments that may prevent proper bonding of the flooring materials (ACI 302.1 and ASTM F710)
- ⌚ Concrete subfloors must have a minimum compressive strength of 3000 psi.
- ⌚ Wood Subfloors and underlayment panels shall have the moisture content tested using a suitable wood pin Meter. Readings between the wood subfloor and underlayment panels should be within 3% and have a maximum moisture content of 14% or less. Effective moisture control in basements and crawlspaces is essential for achieving a successful long term installation.

### SUBFLOOR PREPARATION

- ⌚ The subfloor must be clean (free of dirt, sealers, curing, hardening or parting compounds or any substance that may stain or prevent adhesion), smooth, flat, sound, fit for purpose, free of movement, excessive moisture and high alkalinity.



- ⌚ Must remove existing flooring, **100%** of old adhesives, paint or other contaminants by scraping, sanding, grinding, shot blasting or scarifying the substrate. **Do not use adhesive removers or solvents.**

**WARNING: ASBESTOS & SILICA** - Refer to local building codes and current RFCI document "Recommended Work Practices for Removal of Existing Resilient Floor Coverings" for guidance.

- ⌚ Asbestos Abatement removal: Amtico International recommends following the Resilient Floor Covering Institute Guidelines for removal of existing tile and mastic. **Do not use adhesive removers or solvents.**
- ⌚ Any mastic remover residue including Soy or Citrus products can attack and break down the new adhesive resulting in tiles releasing. **Floor covering warranties do not cover instances where adhesive removers or solvents cause damage to the flooring or installation failure.**
- ⌚ Must use high quality Portland cement leveling and patching materials (ASTM C109) according to the manufacturers' instructions (minimum 3000 PSI compressive strength). Mix with water only, do not use latex.
- ⌚ Use minimum ¼" (6 mm) APA rated "underlayment grade" plywood with a fully sanded face or other underlayment panel that is appropriate for the intended usage. Install according to panel manufacture instructions.
- ⌚ Record all site conditions, test results and corrective actions(s). Amtico International requires written documentation of site conditions, test results, and corrective action(s) before processing claims.

### ACCLIMATION

- ⌚ Must acclimate jobsite, adhesive and Spacia tiles (open cartons and keep flat), to a stable condition between 64°F - 81°F (18°C-27°C) and 50% +/- 10% RH for a minimum of 48 hours before, during and continuously after installation.

### INSTALLATION

- ⌚ Properly prepare and document subfloor conditions prior to the commencement of the installation.
- ⌚ Commencement of the installation indicates acceptance and full responsibility for the completed work.
- ⌚ Use either **Amtico 373 Adhesive** (for most installations), **Amtico PS Adhesive** or **Amtico Universal 2-Part Adhesive**. For topical wet areas like locker rooms, areas with high point loads or direct sun exposure **Amtico Universal Two Part adhesive** must be used to install Amtico. Use the recommended adhesives, use of a non Amtico adhesive will result in loss of warranty.
- ⌚ **Strictly follow the application instructions on the Adhesive packaging.**
- ⌚ Only spread as much adhesive as you can reasonably cover within the specified working time.
- ⌚ Randomly check concrete subfloor for porosity using the drop water test. Place a 1 inch diameter drop of water directly onto the concrete subfloor. If the water droplet does not

dissipate within 60 to 90 seconds the subfloor is considered non-porous. Use the proper notch trowel at a 60° angle. Replace trowel when worn.

- ⌚ Scrape up skinned over or dried Amtico 373 or Universal Two Part adhesive and apply new adhesive.
- ⌚ Check each tile/plank for visual defect and randomly check the back of tiles for complete adhesive transfer when using Amtico 373 or Universal Two Part Adhesive.
- ⌚ If tiles shift, use masking tape diagonally over the seams to keep tiles tightly fit and aligned.
- ⌚ Clean excess adhesive as you install before it can dry. Use a soapy cloth to remove wet 373 and PS adhesive and a clean soft cloth moistened with denatured alcohol to remove wet Universal 2 Part adhesive. Dried adhesive (**except for Universal Two Part Adhesive**) can be removed by carefully scraping it off the tile or by using a clean cloth moistened with mineral spirits. **Do not use mineral spirits on Stratica tiles.**
- ⌚ **Do not work on top of freshly installed tiles. Wet adhesive will ooze and tiles will shift when walked on.**
- ⌚ **The floor must be rolled** in both directions with a 100lb 3-section roller before adhesive cures to ensure a good bond.
- ⌚ Must wait 24 hours for foot traffic and **wait 48 hours for point loads** after installation.
- ⌚ **Do not wash finished floor until 5 days after installation.**

#### INITIAL MAINTENANCE

- ⌚ Dust mop, sweep or vacuum the floor to remove loose dirt.
- ⌚ After 5 days, simply clean thoroughly using a neutral cleaner with a mop, spray cleaner (buffer <450 RPM) or scrubber-drier with 3M Red pad or equal depending on size of area and traffic.
- ⌚ Refer to the Amtico Maintenance Instructions for additional guidance.

## Spacia Installation Guidelines

### General

**COMMUNICATION:** Contact Amtico International Technical Services for guidance about subfloor testing and Spacia installation recommendations. Technical Services can be reached Monday to Friday, 8:30 a.m. to 4:30 p.m. EST at (877) 238-7869.

The installation of Spacia is straightforward and similar to the installation procedures that apply to all quality resilient tile floors. Good preparation is essential for a trouble-free installation. Do not install Spacia until jobsite testing and subfloor preparations are finished and the work of all other trades is complete. Site conditions must comply with the relevant building codes and local, state and national regulations. Documentation of Moisture and pH test results is required when processing claims.

- ⊕ Spacia is recommended for use over properly prepared concrete, suspended wood, metal and other suitable substrates.
- ⊕ Spacia can be used with radiant heating systems (maximum subfloor surface temperature of 81° F).
- ⊕ Spacia is not suitable for external installation or unheated locations.
- ⊕ Spacia tiles, adhesive, jobsite and subfloor must be acclimated to a stable condition before installation.
- ⊕ Following installation, Spacia should be protected from traffic for 24 hours, point loads and rolling traffic for 48 hours and should not be washed for 5 days.
- ⊕ The flooring should remain at a temperature between 55°-81° F (13°-27° C) during its service life.
- ⊕ Always follow other manufacturers' written recommendations when using their proprietary materials for subfloor preparation.

### A. Material Receiving, Handling & Storage

1. Immediately remove any shrink wrapping and verify materials delivered are correct style, color and quantity.
2. Report discrepancies immediately to Amtico International Customer Service at (800) 268-4260. Labor claims for installation of products installed with visual defects or incorrect style will not be honored.
3. Store all materials off the floor (keep cartons flat) in a weather-tight enclosure between 55°-81° F (13°-27° C).
4. Acclimate tile, adhesive and jobsite to a stable condition between 64°-81° F (18°-27° C) and 50% +/- 10% RH for 48 hours before, during and after installation. Acclimate all materials onsite and off stack tile cartons to a single layer keeping cartons flat. Temporary heating and cooling should be used if permanent HVAC is not operational.
5. Tiles should not be stored close to exterior walls, in direct sunlight or near HVAC vents.

## B. Jobsite Testing

1. Before jobsite testing, the building envelope must be sealed (walls, roofing, windows, doorways etc., installed).
2. Anticipated environmental conditions must be maintained or 75°F +/- 10°F (24°C +/- 6°C) and 50% +/- 10% RH a **minimum of 48 hours** before and during testing (ASTM F 710).
3. Test sites must be properly prepared and protected for the duration of testing to achieve valid results.
4. Surface Flatness for all Subfloors: The surface shall be flat to 1/8" in 10 ft (3 mm in 3 m). To check flatness, place a 10 ft straight edge on the surface and measure the gap or use another suitable method.
5. Concrete Subfloors:
  - a. Concrete subfloors must be finished and cured without additives, curing compounds, hardeners or surface treatments that may prevent proper bonding of the flooring materials (ACI 302.1 and ASTM F710).
  - b. Randomly check concrete subfloor for porosity using the drop water test. Place a 1 inch diameter drop of water directly onto the concrete subfloor. If the water droplet does not dissipate within 60 to 90 seconds the subfloor is considered non-porous.
  - c. Concrete subfloors must have a minimum compressive strength of 3000 psi.
  - d. Concrete subfloors shall not consist of lightweight concrete or gypsum with less than 100 lbs. /cubic foot density.
  - e. Moisture Testing: Perform either the preferred In-situ Relative Humidity (RH) Test (ASTM F2170) or the acceptable Moisture Vapor Emission Rate (MVER) Test (ASTM F1869). Internal RH readings above 80% or MVER readings above 5 lb/1000 SF/24 hours require a moisture suppressant system.
  - f. Alkalinity: Must test surface alkalinity (ASTM F710). A 7.0 to 10.0 pH is acceptable. Reduce higher pH by mopping on a vinegar/water solution: 1 pint vinegar to 2 gallons water.
6. Wood Subfloors and underlayment panels shall have the moisture content tested using a suitable wood pin meter. Readings between the wood subfloor and underlayment panels should be within 3% and have a maximum moisture content of 14% or less. Effective moisture control in basements and crawlspaces is essential for achieving a successful long term installation.

## C. Moisture Suppressant System

Concrete subfloors that exceed 80% RH or 5 lbs MVER require a Moisture Suppressant System.

Due to complexities associated with moisture vapor transmission, emissions and movement of soluble salts (alkalinity) in concrete subfloors, we do not offer, recommend or warranty a specific

solution for excess moisture in concrete slabs. However, there are many companies that offer solutions with warranties for excess moisture in concrete slabs.

Amtico International suggests that you reference the current ASTM F710, "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring" and contact one or more of the following or other moisture suppressant system suppliers for assistance:

Ardex (724) 203-5000 [www.ardex.com](http://www.ardex.com)

Koester American Corp. (757) 425-1206 [www.koesterusa.com](http://www.koesterusa.com)

Mapei (800) 426-2734 [www.mapei.com](http://www.mapei.com)

Uzin Ltd. (800) 505-4810 [www.ufloorsystems.com](http://www.ufloorsystems.com)

#### D. Subfloor Preparation

Careful subfloor preparation is vital for an excellent floor appearance and good tile adhesion. The subfloor must be smooth, firm, flat, clean, dry, free from defects and fit for purpose. A suitable smoothing compound should be used to ensure that no irregularities show through to the surface of the finished floor. In all cases, the subfloor must meet the moisture and pH requirements before installation.

Below and On-grade concrete subfloors must have a suitable vapor retarder properly installed beneath the slab. Crawlspace and basements directly beneath the new floor installation should be maintained with a relative humidity +/- 10% of the room relative humidity where the flooring is installed. This can be accomplished by proper ventilation and air circulation or using a dehumidifier. Always follow other manufacturers' written recommendations for the use and installation of their proprietary surface preparation materials.

1. Record site conditions, test results and corrective action(s). Amtico International requires written documentation of site conditions, test results and corrective action(s) before processing claims.
2. Subfloor must be clean (free of dirt, sealers, curing, hardening or parting compounds or any substance that may stain or prevent adhesion), smooth, flat, sound, fit for purpose, free of movement, excessive moisture and high alkalinity.
3. Slick surfaces such as power troweled concrete shall be profiled to allow for a mechanical bond between the adhesive and subfloor.
4. Remove existing resilient floor covering, **100%** traces of old adhesives, paint or other contaminants by scraping, sanding, grinding, shot blasting or scarifying the substrate. **The use of adhesive removers or solvents in the abatement or removal of existing or old adhesives is prohibited and may void the warranty.**

WARNING: ASBESTOS & SILICA - Refer to the current Resilient Floor Covering Institute (RFCI) document "Recommended Work Practices for Removal of Existing Resilient Floor Coverings" for guidance.

5. Perform corrective actions necessary for elevated moisture or high alkalinity conditions.

6. Surface Flatness for all Subfloors: The surface shall be flat to 1/8" in 10 ft (3 mm in 3 m). Bring high spots level by sanding, grinding etc. and fill low spots. Smooth surface to prevent any irregularities or roughness from telegraphing through the new flooring.
7. Leveling and Patching:
  - a. For concrete subfloors, use only high quality Portland cement based materials (minimum 3000 psi compressive strength according to ASTM C109). Mix with water only, do not use latex. **Caution:** Do not lightly skim coat highly polished or slick power troweled concrete surfaces. A thin film of floor patch will not bond to a slick subfloor and may become a bond breaker causing tiles to release at the interface of the subfloor and patching material.
  - b. Wood subfloors require an underlayment (double layer construction) with a minimum total thickness of 1" (25 mm). Use minimum 1/4" (6 mm) thick APA rated "underlayment grade" plywood with a fully sanded face or other underlayment panel that is appropriate for the intended usage. Install and prepare panels and seams according to the manufacturers' instructions.

## E. Installation Procedures

Before starting the Spacia installation, ensure the following are satisfactorily completed. Start of flooring installation indicates acceptance of current subfloor conditions and full responsibility for completed work.

- ⊕ Acclimation: Acclimate tiles (keep cartons flat), adhesive, jobsite and subfloor to a stable condition between 64°-81° F (18°-27° C) and 50% +/- 10% RH for a minimum of 48 hours before and after installation.
- ⊕ Flooring Materials: Check quantity of Spacia tile and adhesive are sufficient for area to be installed. Check tile for visual defects before installation. Installation of flooring acknowledges acceptance of materials.
- ⊕ Expansion joints, isolation joints, or other moving joints are incorporated into concrete floor slabs in order to permit movement without causing random cracks in the concrete. These joints must be honored and not be filled with underlayment products or other materials, and floor coverings must not be laid over them. Expansion joint covering systems should be detailed by the architect or engineer based upon intended usage and aesthetic considerations.
- ⊕ Surface cracks, grooves, depressions, control joints or other non-moving joints, and other irregularities shall be filled or smoothed with high quality Portland cement based patching or underlayment compound for filling or smoothing, or both. Patching or underlayment compound shall be moisture, mildew, and alkali-resistant, and shall provide a minimum of 3000 psi compressive strength after 28 days, when tested in accordance with Test Method C 109 or Test Method C 472, whichever is appropriate.
- ⊕ Subfloor Preparation: Make sure all surfaces to be covered are completely clean, dry and smooth and that all necessary subfloor preparation has been properly completed and documented.
- ⊕ Inspect Substrate: Perform final acceptance inspection of substrate.

- Ⓢ Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.
- Ⓢ Flooring Protection: Spacia should be the last material installed to prevent other trades from disrupting the installation and adhesive set-up or damaging the floor.

Spacia comes in plank, rectangle and square tile formats. Install tiles running in the same direction (block or staggered), quarter turned or as specified. Spacia plank flooring should have end joints offset by at least 6" and staggered to create a random appearance that avoids alignment of end joints. Spacia can be laid out to run either parallel or diagonal to the room or primary wall. The following conditions must be given consideration when determining how Spacia will be installed:

1. **Layout: Layout shall be specified by end user, architect or designer.**
  - a. Establish center marks and determine start point to balance installation in room and have equal tile widths on opposite sides of room. This can be facilitated by dry laying tiles and marking base lines.
  - b. **Wet-Set Application:** The room layout must be set-up so that all flooring can be installed while staying off freshly installed tiles. This will minimize tile shifting, adhesive displacement and wet adhesive from oozing up and getting onto the face of the tiles. This can be accomplished by creating work zones outlined with chalk lines to spread adhesive aligned with established base lines. Create work zones that are no wider than the installers comfortable arm reach and in multiples of the tile width.
  - c. **All Installations:** Spread only the amount of adhesive that can be covered within the working time specific to the adhesive being used. Skinned over or dried Universal Two Part and Amtico 373 Adhesive must be scraped off the subfloor and replaced with new adhesive before continuing the installation.

When all preparatory work is satisfactorily completed, including dry fitting cut tiles (if applicable), proceed with installation. Inspect each tile for visual defects before installing. Installation of flooring implies acceptance of materials.

2. **Adhesives:** Amtico International recommends 3 adhesives for use with Spacia tiles: Amtico 373 Adhesive, Amtico Universal 2-part Adhesive, or Amtico PS (pressure sensitive) Adhesive. Only the recommended adhesives should be used. Other adhesives will not give adequate performance, may fail and are not warranted by Amtico International.
  - a. **Amtico 373 Adhesive:** Amtico 373 is solvent-free, nonflammable, freeze/thaw stable and nearly odor-free acrylic latex Adhesive. It is suitable for both residential and commercial climate controlled environments, including busy homes and apartments, retail stores, hotels, office buildings, hospitals, schools, restaurants and nursing homes, etc. Amtico 373 contains micro-biocides to inhibit the growth of mold and mildew. Amtico 373 can be used to install resilient tile over porous (using a 1/16"x1/16"x1/16" square-notch trowel) and non-porous (using a 1/32"x1/32"x1/16" fine-notch trowel) subfloors. It should be used as a semi wet-set adhesive. **DO NOT USE AMTICO 373 AS A PRESSURE SENSITIVE ADHESIVE.** Over Porous Surfaces: After spreading the Amtico 373 adhesive allow 5 to 10 minutes open time before installing the floor covering. Over Non-Porous Surfaces: After spreading the Amtico 373 adhesive allow 10 to 30 minutes open time before installing the floor

covering. The working time will vary depending on the temperature, humidity, and porosity of the subfloor. Amtico 373 spreads easily, exhibits quick grab and has excellent resistance to moisture and plasticizer migration. **DO NOT** use Amtico 373 adhesive in wet areas like locker rooms, in areas exposed to direct sunlight, areas with temperature fluctuations or in locations with heavy point loads.

- b. Universal 2-Part Adhesive: Universal 2-Part Adhesive is solvent-free and nearly odor free 2-component polyurethane adhesive for professional use only. Although primarily used for commercial applications, it is equally suitable for moisture and temperature sensitive residential environments. Universal 2-Part works well over both porous and non-porous substrates (using a 1/16" x 1/16" x 1/16" V-notch trowel). It is recommended for all areas subject to some heat and moisture variations like what may be found adjacent to sunny windows and bathrooms. Universal 2-Part must be used for installing Spacia flooring in wet areas such as locker rooms and should also be used for areas with high point loads and direct sun exposure.
- c. Amtico PS (pressure sensitive) Adhesive is a low VOC, solvent free adhesive that can be bonded to concrete, terrazzo, plywood, and many other surfaces provided appropriate patching/prepping compounds have been used. It has a working time of 3 hours which must not be exceeded. Amtico PS Adhesive can be used to install resilient tile over porous (using a 1/16"x1/16"x1/16" square-notch trowel) and non-porous (using a 1/32"x1/16"x1/32" fine-notch trowel) subfloors. Adhesive should be stirred before use, and holding the appropriate trowel at an angle of 60° spread evenly only as much adhesive that can be covered within the 3 hour working time. Start installation when adhesive has tacked up dry to touch, generally 10 to 30 minutes depending upon atmospheric conditions, before laying tile. Adhesive left open beyond the 3 hour working time must be scraped off the substrate and fresh adhesive applied. Light traffic is allowable after 4-8 hours. Floors should be protected from point loads and heavy traffic for 48 hours.

### 3. Universal 2-Part Adhesive Preparation:

- a. The adhesive container consists of two separate units packaged inside each other. The upper portion contains the hardener and the lower portion contains the resin. Pierce upper container 2 or 3 times with a pointed tool or screwdriver. Push tip straight through center plastic seal and bottom of the upper container. Do not twist or pry sideways as this may prevent all of the hardener from flowing into resin container.
- b. Break seal between upper and lower container to allow hardener to flow into resin container.
- c. Remove plastic seal and visually inspect upper container to ensure that all hardener has flowed into lower resin container.
- d. Do not dilute or mix part of each can together. Mix entire contents of hardener (upper container) with entire contents of resin (lower container).
- e. Remove upper container when it is empty (2-3 min).
- f. Promptly mix both parts of adhesive together thoroughly (3-5 min) to a uniform color. Use low speed electric drill and clean mixing paddle. **DO NOT MIX BY HAND.** Immediately spread adhesive after mixing.



CAUTION: Temperature directly affects adhesive working and setting times. Warmer temperatures shorten working times and colder temperatures lengthen working times of adhesive. Follow instructions on container for proper application.

4. Adhesive Application: Follow the instructions on the adhesive labels.
  - a. Use a trowel with appropriate notch size. Do not use worn trowels (approximately 600 sf usage on concrete).
  - b. Spread adhesive evenly with proper trowel held at 60 degree angle avoiding skips or voids and excessive adhesive application.
  - c. Only spread sufficient adhesive that can be covered within the adhesive working time.
  - d. Tiles must be placed into adhesive as specified (follow label directions). Promptly remove all skinned over or dried Universal Two Part and Amtico 373 adhesive from the subfloor and replace with new adhesive before continuing the installation.
  - e. Install rows to chalk line making sure tiles are precisely aligned with chalk line and adjacent tiles.
  - f. If using Universal 2 Part Adhesive or Amtico 373 Adhesive, randomly check tiles for complete coverage of adhesive onto back of tile especially near the end of each adhesive spread. If there is little or no adhesive transfer, or the adhesive has flashed off adequate bonding will not be possible. Scrape the flashed off adhesive from the floor and spread fresh adhesive.
  - g. If tiles shift, use releasable masking tape diagonally over seams to keep tiles tight and aligned.
  - h. Wet-Set Application: **Do not work on top of freshly installed tiles.** This will minimize tile shifting, adhesive displacement and wet adhesive from oozing up and getting onto the face of the tiles. If you must work on top of newly installed tiles, use kneeling and or walk boards.
  - i. The floor must be rolled in both directions using a 100 lb 3-section roller. Roll floor as soon as conditions permit without tiles sliding or adhesive bleeding to the surface. Roll floor again 90 degrees to the first within 1 hour. Universal Two Part adhesive and Amtico 373 should provide 100% uniform adhesive transfer (no visible trowel ridges) onto the back of the tile (and not cause adhesive to squeeze out between tiles). Amtico PS (pressure sensitive) Adhesive will not transfer 100% to the backing of the tile, be sure not to exceed the 3 hour working time.
  - j. Clean excess adhesive as you install before it is allowed to dry. Use a soapy clean soft cloth to remove wet excess 373 Adhesive or PS Adhesive and use a clean soft cloth moistened with Denatured alcohol to remove wet excess Universal 2-Part Adhesive. Dried Amtico 373 adhesive can be removed by carefully scraping it off the tile, or by using a clean cloth moistened with mineral spirits. Universal Two Part adhesive allowed to dry on the tile surface may not be removable. **DO NOT USE MINERAL SPIRITS OR SOLVENTS ON AMTICO STRATICA TILE.**
  - k. Clean up all debris as you work.
  - l. Wait 24 hours for normal foot traffic and wait 48 hours for point and rolling loads after installation.

m. Wait 5 days after installation before washing finished floor.

## 5. Special Considerations:

- a. Radiant Heat: Radiant heating systems must be switched off for a minimum of 48 hours before, during and 48 hours after the Amtico flooring installation. Use supplemental heat, if necessary to maintain a stable room temperature. When the radiant heat system is re-started, the temperature should be raised no more than 1° - 2° F (1° C) per day until reaching the desired temperature. The flooring surface should not go below 55° F (13° C) and not exceed 81° F (27° C) during its' service life. **DO NOT** use Amtico 373 or Amtico PS adhesive over floors with radiant Heating.
- b. Existing Resilient Flooring: Existing resilient flooring and adhesive should be mechanically removed. **Do not use adhesive removers or solvents.**
- c. Asbestos Abatement removal: Amtico International recommends following the Resilient Floor Covering Institute Guidelines for removal of existing tile and mastic. **Do not use adhesive removers or solvents.** Any mastic remover residue including Soy or Citrus products can attack and break down the new adhesive resulting in tiles releasing. **Floor covering warranties do not cover instances where adhesive removers or solvents cause damage to the flooring or installation failure.**
- c. Concrete Curing, Sealing, Hardening or Parting Compounds: Amtico International recommends wet curing concrete for 7 days if at all possible to avoid the use of Curing, Sealing, Hardening or Parting Compounds. If a chemical compound must be used, prior to use, obtain a written performance guarantee from the concrete compound manufacturer stating that the application of their product will not interfere with the adhesion of acrylic or polyurethane adhesives to the concrete slab or obtain their guaranteed removal process.
- d. Expansion Joints: Expansion joints are incorporated into concrete floor slabs in order to permit movement without causing cracks in the concrete. These joints must not be filled with underlayment products or other materials, and floor coverings must not be laid over them. Expansion joint covers should be detailed by the architect or engineer based upon intended usage and aesthetic considerations.
- e. Protecting New Installations: New Installations must be protected while the adhesive sets. Early foot traffic, point or rolling loads can cause adhesive displacement or breaking of the bond between the adhesive and the tile or substrate.

## F. Initial Maintenance

To get your new Spacia floor looking its best, and to keep it that way, Amtico International recommends the following initial maintenance procedures. For detailed recommendations, see the Amtico Maintenance Instructions.

- Ⓢ Use non-staining matting system at exterior doors that is appropriate for soil load and weather conditions.
- Ⓢ Use appropriate floor protectors, glides and wheels and do not drag or slide objects across the surface of the floor.
- Ⓢ Do not use abrasive cleaners that can scratch the floor surface or detergent cleaners that leave a residue.

**SAFETY FIRST:** Before commencing work, put out signs or safety cones to warn that cleaning is in progress.

## **Day 1**

- ⊕ Stay off the new floor.

## **Day 2 to 4**

- ⊕ Dust mop, sweep or vacuum the floor to remove loose dirt and grit.
- ⊕ Lightly damp mop (well wrung out mop) floor with properly diluted Neutral cleaner solution.

## **Day 5**

- ⊕ Choose from multiple routine maintenance options to suit individual circumstances and end user preference.
- ⊕ Apply floor finish if desired.

## **Routine Maintenance**

Effective maintenance includes promptly removing all spills and then thoroughly cleaning with a diluted neutral cleaner or cleaner/maintainer solution. Failure to establish an effective routine maintenance program will not only detract from the appearance of the floor but may shorten its useful life.

## **Maintenance Precautions and Safety Information**

A slippery floor can cause accidents. This can be caused by poor maintenance, surface contamination, spills or when the floor is wet. All hard floors can be slippery when wet. Ensure the floor is clean and dry before resuming use. Use warning signs in commercial areas.

Note: The Urethane coating does not require a dressing. Finishes should not be buffed with any pad more abrasive than a red 3M pad.



## PRODUCT SPECIFICATION

### Resilient Rubber and Vinyl Wall Base

#### 1. PROPRIETARY PRODUCT/MANUFACTURER

**1.1 Proprietary Product:** Resilient Rubber and Vinyl Wall Base – FloorScore Certified

#### 1.2 Manufacturer:

Burke Flooring  
2250 South Tenth Street  
San Jose, California 95112  
Phone: (800) 447-8442  
(352) 357-4119  
Fax: (352) 357-9660  
Samples: Ext 1031  
Web: www.burkeflooring.com

#### 1.3 Proprietary Product Description:

**1.3.1 Construction:** Burke Resilient Rubber Wall Base is available in both Thermoset (TS) and Thermoplastic (TP) rubber formulations developed to meet the dimensional and performance requirements of ASTM F-1861, Type TS and Type TP, Group I (solid) Standard Specification for Resilient Wall Base.

Burke Resilient Vinyl Wall Base is manufactured from a homogeneous composition of polyvinyl chloride (PVC), high quality additives, and colorants to meet the performance and dimensional requirements of ASTM F-1861, Type TV, Group I (solid) and Group II (layered) Standard Specification for Resilient Wall Base.

#### 1.3.2 Physical Characteristics:

##### Type TS - Thermoset Rubber, Group I (solid):

- CP - Straight (Toeless) Profile
- CV – Coved (Toed) Profile
- .125" (3.17 mm) thickness
- 2-1/2" (6.35 mm), 4" (10.16 cm) and 6" (15.24 mm) heights available.
- 4' (1.22 m) straight lengths packaged 100' (30.48 m) per carton.
- Inside and outside corners with 3" (7.6 cm) wings.

##### Type TP - Thermoplastic Rubber, Group I (solid):

- HL & HR - Straight (Toeless) Profile
- GL & GR – Coved (Toed) Profile
- .125" (3.17 mm) thickness
- 2-1/2" (6.35 mm), 4" (10.16 cm), 4-1/2" (11.43 cm) and 6" (15.24 mm) heights available.
- 4' (1.22 m) straight and 100' coiled lengths packaged 100' (30.48 m) per carton.
- 2-1/2" and 4" inside and outside corners with 3" (7.6 cm) wings. 4-1/2" corners have 3-1/2" (8.9 cm) wings and 6" corners have 4-1/2" (11.4 cm) wings.

##### Type TV - Thermoplastic Vinyl, Group I (solid):

- SL & SR - .080" (2.03 mm) thick Straight (Toeless) Profile
- CL & CR – .080" (2.03 mm) thick Coved (Toed) Profile
- UL & UR - .125" (3.17 mm) thick Straight (Toeless) Profile
- WL & WR – .125" (3.17 mm) thick Coved (Toed) Profile
- .080" (2.03 mm) and .125" (3.17 mm) thicknesses
- 2-1/2" (6.35 mm), 4" (10.16 cm), and 6" (15.24 mm) heights available. [4-1/2" (11.43 cm) height available in .125" thickness only]
- 4' (1.22 m) straight and 100' coiled lengths packaged 100' (30.48 m) per carton.
- 2-1/2" and 4" inside and outside corners with 3" (7.6 cm) wings. 4-1/2" corners have 3-1/2" (8.9 cm) wings and 6" corners have 4-1/2" (11.4 cm) wings.

##### Type TV - Thermoplastic Vinyl, Group II (layered):

- JL & JR – .080" (2.03 mm) thick Coved (Toed) Profile
- DL & DR – .125" (3.17 mm) thick Coved (Toed) Profile
- .080" (2.03 mm) and .125" (3.17 mm) thicknesses
- 4" (10.16 cm) height available only.
- 4' (1.22 m) straight and 100' coiled lengths packaged 100' (30.48 m) per carton.
- 4" inside and outside corners with 3" (7.6 cm) wings.

## 2. PRODUCT PERFORMANCE AND TECHNICAL DATA

**2.1 Hardness** - ASTM D 2240: 85 Shore A

**2.2 Flexibility** – Will not crack, break, or show any signs of fatigue when bent around a 1/4" (6.4 mm) diameter cylinder.

**2.3** Meets or exceeds the dimensional and performance requirements for light/heat aging, chemical resistance and dimensional stability when tested in accordance with ASTM F-1861 Standard Specification for Resilient Wall Base.

**2.4 Fire Resistance:**

**2.4.1** - ASTM E 648/NFPA 253  
(Critical Radiant Flux) - Class 1.

**2.4.2** - ASTM E 662/NFPA 258  
(Smoke Density) - 450 or less.

## 3. INSTALLATION

**3.1** The installation of Burke Resilient Rubber and Vinyl Wall Base should not begin until the work of all other trades has been completed, especially overhead trades. Areas to receive resilient wall base shall be clean, fully enclosed, weather-tight, and maintained at a uniform temperature of at least 65°F for 24 hours before, during, and after the installation is completed. The resilient wall base and adhesives shall be conditioned in the same manner. The wall surface shall be clean, dry and free of all foreign material, such as dust, paint, grease, oils, solvents, sealers, and old adhesive residue which may interfere with proper adhesion. Resilient wall base may be installed on interior plaster, gypsum wallboard, concrete, masonry, cement board and similar porous surfaces. Do not install on exterior surfaces subject to weather or interior surfaces which will be exposed to moisture or excessive temperature changes. All coiled wall base shall be unrolled and allowed to lay flat for a period of at least 24 hours at 65°F prior to installation. Resilient wall base shall be rolled, with a J-hand roller, after installation, to ensure proper bonding.

## 3.2 Adhesives:

### Porous Surfaces:

**Burke BR-101 Acrylic Cove Base Adhesive**

**Application:** 1/8" square notched trowel or multi-tipped nozzle when using the cartridge.

**Coverage:** 250 lin. ft. using the trowel or 65 lin. ft. per cartridge when installing 4" wall base.

### Non-porous Surfaces:

Use a good quality contact bond adhesive and apply per manufacturer's instructions.

**3.3 Installation Manual:** Refer to Burke Resilient Wall Base Installation instructions for complete installation details.

## 4. AVAILABILITY AND COST

**4.1** Available through authorized Burke distributors nationwide.

## 5. WARRANTY

**5.1** Limited 2 year warranty. For complete details, contact Burke or an authorized Burke distributor.

## 6. MAINTENANCE

**6.1** Refer to Burke Resilient Wall Base Installation instructions for complete maintenance details.

## 7. TECHNICAL SERVICES

**7.1 Samples:** Submittal samples for verification and approval available upon request from Burke Customer Service. Samples shall be submitted in compliance with the requirements of the Contract Documents. Accepted and approved samples shall constitute the standard materials which represent materials installed on the project.

**7.2** For current Installation and Maintenance Instructions, Architect Specifications, Product Specifications, and other technical data, contact Burke Customer Service at 1-800-447-8442.



## Installation Instructions -- RESILIENT TILE FLOORING 09 65 19

### Wall Base Installation Instructions Burke RubberMyte and Mercer Vinyl Wall Base

#### **Preparation:**

The flooring installation must be completed before installing RubberMyte or Mercer Vinyl Base. The flooring must be installed close to the wall to provide even support to the base and insure a tight, smooth fit. The dry wall or other wall substrate must extend down to within  $\frac{3}{4}$ " of the floor.

Keep wall base and adhesive at 70° F minimum for 24 hours before, during, and 48 hours after installation. Avoid excessive heat exposure until adhesive is thoroughly set. Coiled or rolled base should be unrolled and allowed to lie flat for 24 hours before installation to regain normal shape. The surface to apply base to must be structurally sound, clean, dry, smooth, and free of oil, grease, rust, paint, varnish, shellac, or any other foreign substances that may interfere with proper bonding. Cracks, holes, and wall imperfections should be filled and smoothed with latex underlayment.

Do not install over non-porous surfaces such as vinyl wall coverings, laminated Masonite, plastic laminates, some painted surfaces, and any other non-porous surface. Either remove the non-porous covering to expose a clean, dry, porous surface before installing or use a contact cement for installation on non-porous surfaces.

On dry and porous surfaces the base should be cemented to the wall with BR-101. THE USE OF ANY OTHER ADHESIVE WILL VOID BURKE FLOORING'S WARRANTY.

#### **Application:**

A  $\frac{3}{32}$ " V-notched trowel is recommended. Adhesive should be spread on the back of the base and to within a  $\frac{1}{4}$ " from the top or spread on the wall. If using a cartridge then bead the adhesive to within about an inch from the top. If you are using a multiple-hole nozzle on your cartridge, use a 2-hole nozzle for 2.5", a 3-hole for 4" and a 5-hole nozzle for 6".

If the wall or floor is uneven, you might need to trim some wall base ends before adjoining pieces. Use a razor-edged utility knife to trim, cutting from the face to the back.

Apply wall base to the wall within 20 minutes after spreading adhesive. Be sure to "work" the wall base back toward your starting point. This slightly compresses the pieces together and eliminates the possibility of gapping at the seams due to improper installation technique. Always press firmly toward the last piece you installed using your hand and a clean rag or a clean hand roller. Base that is installed on a curved or irregular surface may need bracing until adhesive sets.

**Outside Corners:**

To form outside corners, fold the base at the proper point and scribe the backside with a V-knife or a Cove Base Gouging Tool. Remove no more than 20% of the base thickness. Heat the cut backside area with a hot air gun. Apply heat carefully, too much heat will deform or blister the base. Crease the base at the fold with your hands or a hand roller. Let cool to the touch. Apply adhesive and install. Press firmly to the wall and brace if needed. Use a wet clean cloth to cool the base if hot from heating process.

Always maximize the length of the wall base measured from the edge of an outside corner. Extend the job formed corner wall base length on each side of the corner at least 6 inches ... or more, if possible. The longer the length of wall base extends back from the corner. This will make the installation stronger in the face of abuse that can occur during subsequent maintenance events.

**Inside Corners:**

To form inside corners, mark on the back of the base where the corner will be. Use a straight edge and a utility knife or Cove Base Gouging Tool to cut the back of base. Remove no more than 20% of full thickness. If installing coved base, cut a small 90° triangular wedge from the toe at the corner point. Apply heat with a hot air gun carefully (excessive heat will deform or blister the part) to the back of the base at the corner point. Fold base, apply adhesive while still warm to the touch, and press the corner into place. Carefully push the toe of the base into the corner until your cut triangle closes. Press firmly to insure good adhesive contact. Hold a wet cloth to base to cool. Again, it is important to maximize the length of the base that extends out from the inside corner.

**Clean Up:**

Remove all excess adhesive before it dries, using a cloth dampened with water. Once dry, it is difficult to remove. Mineral spirits may help.

**Recommended Adhesive:**

Burke Flooring BR-101 is a white, solvent-free, environmentally safer base adhesive to be used when installing on any clean, dry, non-porous surface. For non-porous surfaces, use contact cement.



## PRODUCT SPECIFICATION

### Resilient Thermoset Rubber (TS) Stair Treads

#### 1. PROPRIETARY PRODUCT/MANUFACTURER

**1.1 Proprietary Product:** Resilient Thermoset Rubber (TS) Stair Treads - A.D.A. Visually-Impaired, and California Title 24 Compliant. – FloorScore Certified

#### 1.2 Manufacturer:

Burke Flooring  
2250 South Tenth Street  
San Jose, California 95112  
Phone: (800) 447-8442  
(352) 357-4119  
Fax: (352) 357-9660  
Samples: Ext 1031  
Web: www.burkeflooring.com

#### 1.3 Proprietary Product Description:

**1.3.1 Construction:** Burke Rouleau and Endura Rubber Stair Treads are manufactured from a homogeneous composition of 100% synthetic rubber, high quality additives, and colorants to meet the performance requirements of ASTM F-2169 Standard Specification for Resilient Stair Treads, Type TS, Class 1 and 2, Group 1 and 2. All Burke Stair Treads are available with a 2" (5.08 cm) wide strip of contrasting color to comply with A.D.A., Visually-Impaired, and California Title 24 requirements. Standard formulation exceeds ASTM E 648 Class 1 Flammability requirements. Burke Rubber Stair Treads are designed for interior applications only and not recommended for environments where the product will be exposed to animal fats, vegetable oils, or petroleum based materials (e.g.: commercial kitchens).

#### 1.3.2 Physical Characteristics:

**Burke Rouleau Round Raised Disk Pattern Solid Color Rubber Stair Treads [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**  
1.813" (4.6 cm) square nose configuration,  
.188" (4.8 mm) to .115" (2.92 mm) tapered 12-1/4" (31.12 cm) tread plate depth,  
Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Burke Rouleau Square Raised Disk Pattern Solid Color Rubber Stair Treads [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**

1.875" (4.76 cm) square nose configuration,  
.170" (4.3 mm) to .130" (3.3 mm) tapered 13" (33 cm) tread plate depth,

Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Burke Rouleau Uni-Step Round Raised Disk Pattern Solid Color Rubber Stair Treads with Integrated Riser [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**

19-1/2" (49.5 cm) overall depth  
1.813" (4.6 cm) square nose configuration,  
.188" (4.8 mm) to .158" (4.01 mm) tapered 12-1/2" (31.75 cm) tread plate depth with 7" (17.8 cm) integrated riser,

Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Burke Marble Smooth Surface Rubber Stair Treads [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**

1.688" (4.3 cm) square or 1.375" (3.49 cm) diameter round nose configuration,  
.188" (4.8 mm) to .125" (3.18 mm) tapered 12" (30.48 cm) tread plate depth,

Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Burke Marble Smooth Surface Safety Rubber Stair Treads with two each 1" (2.54 cm) wide contrasting color abrasive grit strips:**

1.688" (4.3 cm) square or 1.375" (3.49 cm) diameter round nose configuration,  
.188" (4.8 mm) to .125" (3.18 mm) tapered 12" (30.48 cm) tread plate depth,

Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Burke Marble Diamond Pattern Rubber Stair Treads [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**

1.688" (4.3 cm) square nose configuration,  
.250" (6.35 mm) to .125" (3.18 mm) tapered 12-1/4" (31.1 cm) tread plate depth,

Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Endura Round Raised Disk Pattern Solid Color Rubber Stair Treads [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**

1.813" (4.6 cm) square nose configuration,  
.188" (4.8 mm) to .115" (2.92 mm) tapered 13" (33 cm) tread plate depth,

Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Endura Square Raised Disk Pattern Solid and Speckled Color Rubber Stair Treads [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**

1.875" (4.76 cm) square nose configuration,  
.170" (4.3 mm) to .130" (3.3 mm) tapered 13" (33 cm) tread plate depth,

Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Endura Uni-Step Round Raised Disk Pattern Solid Color Rubber Stair Treads with Integrated Riser [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**

19-1/2" (49.5 cm) overall depth  
1.813" (4.6 cm) square nose configuration,  
.188" (4.8 mm) to .158" (4.01 mm) tapered 12-1/2" (31.75 cm) tread plate depth with 7" (17.8 cm) integrated riser,

Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

**Endura Uni-Step Sculptured Surface Solid and Speckled Color Rubber Stair Treads with Integrated Riser [also available with visually-impaired 2" (5.08 cm) wide contrasting color abrasive grit strip]:**

20" (50.8 cm) overall depth  
1.88" (4.8 cm) square nose configuration,  
.188" (4.8 mm) to .158" (4.8 mm) tapered 13" (33 cm) tread plate depth with 7" (17.8 cm) integrated riser,  
Lengths: 3' (.91 m), 4' (1.22 m), 5' (1.52 m), and 6' (1.83 m)

## 2. PRODUCT PERFORMANCE AND TECHNICAL DATA

**2.1 Hardness:** ASTM D 2240:  $\geq 85$  Shore A

**2.2 Abrasion Resistance:** ASTM D 3389:  $< 1.0$  gm loss

**2.3 Slip Resistance:** ASTM D 2047:  $\text{COF} \geq 0.5$

**2.4 Color Heat Stability:** ASTM F 1514:  $< 8.0$  E

**2.5 Static Load Limit:** ASTM F 970: 250 PSI

**2.6 Fire Resistance:**

**2.6.1** ASTM E 648/NFPA 253: Class 1  
(Critical Radiant Flux)

**2.6.2** ASTM E 662/NFPA 258: less than 450  
(Smoke Density)

**2.7 Chemical Resistance:** ASTM F 925: Passed - 5% Acetic acid, 70% Isopropyl alcohol, Sodium hydroxide solution (5% NaOH), Hydrochloric acid solution (5% HCl), Sulfuric acid solution (5% H<sub>2</sub>SO<sub>4</sub>), Household ammonia solution (5% NH<sub>4</sub>OH), Household bleach (5.25% NaOCl), Disinfectant cleaner (5% active phenol)

## 3. INSTALLATION

The installation of Burke Rubber Stair Treads should not begin until the work of all other trades has been completed, especially overhead trades. Areas to receive stair treads shall be clean, fully enclosed, weather-tight, and maintained at a

uniform temperature of at least 70°F for 24 hours before, during, and after the installation is completed. The stair treads and adhesives shall be conditioned in the same manner. Stair steps shall be smooth, flat, permanently dry, clean and free of all foreign material, such as dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt, and old adhesive residue. Stair Treads may be installed on any smooth, dry interior step. Do not install on exterior steps subject to weather. Stair shape shall conform closely to stair tread contour, especially where the flat part of the tread joins the nosing. An epoxy caulking nose filler shall be applied to ensure a tight fit and eliminate any open spaces between the step edge and stair tread nosing. Stair treads shall be trimmed to within 1/16" of the riser and stringer to allow for expansion. Adhesives shall be applied per Burke's instructions. The stair tread and nosing portion of the stair tread shall be bonded directly to the step surface. **Do not overlap the nosing over resilient riser material.** Stair treads shall be rolled, with a J-hand roller, after installation, to ensure proper bonding.

### 3.1. Adhesives:

**Burke #BR-711 Flooring & Tread Adhesive:**

**Porous Substrates:** 1/16" square-notched trowel  
(Approximately 125 - 150 sq ft /gal)

**Non-Porous Substrates:** 1/16" V-notched trowel  
(Approximately 150 - 175 sq ft /gal)

**Important:** This adhesive is substrate porosity sensitive. Determine if the substrate is porous or non-porous prior to application of the adhesive and installation of the flooring products and follow the appropriate instructions.

**Burke #BR-721 Two-Part Epoxy Adhesive:**

**Trowel:** 1/16" square-notched trowel  
(Approximately 125 - 150 sq. ft/gal)

**Burke #BR-725 Two-Part Urethane Adhesive:**

**Trowel:** 1/16" square-notched trowel  
(Approximately 125 - 150 sq. ft/gal)

**Burke #BR-715 Two-Part Epoxy Caulking Compound:**

**Application:** Gun, knife, or 13-1/2 ounce cartridge  
(Use Burke dual-cartridge dispenser gun with cartridge)

**Coverage:** Approx. 250 linear ft/gal or 50 linear with a 1/4" diameter bead per 13-1/2 ounce cartridge.

## 4. INSTALLATION MANUAL

Refer to Burke Rubber Stair Tread installation instructions for complete installation details.

## **5. AVAILABILITY AND COST**

Available through authorized Burke distributors nationwide.

## **6. WARRANTY**

Limited 5 and 10 year wear warranties available.  
For complete details, contact Burke or an authorized Burke distributor.

## **7. MAINTENANCE**

72 hours after installation is completed, initial maintenance procedures must be implemented in accordance with manufacturer's requirements. Refer to Burke Rubber Stair Tread Installation Instructions for complete maintenance details.

## **8. TECHNICAL SERVICES**

**Samples:** Submittal samples for verification and approval available upon request from Burke. Samples shall be submitted in compliance with the requirements of the Contract Documents. Accepted and approved samples shall constitute the standard materials which represent materials installed on the project.

For current Installation and Maintenance Instructions, Product Specifications, and other technical data, visit us on the web at [www.BurkeFlooring.com](http://www.BurkeFlooring.com) or contact Burke at 1-800-447-8442.





## **Installation Instructions** -- RESILIENT TILE FLOORING -- Stair Treads

# **INSTALLATION INSTRUCTIONS FOR STAIR TREADS** **& ACCESSORIES**

***IMPORTANT NOTE*** - These products should be installed by a professional. There are practices in the application of these products that require professional expertise.

### **A. Introduction & Preparation:**

Burke Flooring manufactures First Quality Products with high quality materials, quality-controlled processes, and with careful inspection made before shipment. However, a quality installation is the responsibility of the installer. The installer should verify the accuracy of the order, check the material for damages or defects, and check for color match and/or shade/pattern variation during a dry lay installation. A BurkeMercer representative should be notified of any problems before the adhesive application begins.

Burke Flooring Products are manufactured for interior use only. They are not recommended for commercial kitchens, computer rooms, or areas where there will be constant exposure and contamination from animal fats or oils. If you have any questions about the suitability for a particular condition, call 800-669-7010 and ask for Flooring Technical Assistance.

Installers and or End-Users are responsible for determining the suitability of Burke Flooring by means of their own tests/research. Burke cannot accept responsibility for losses or damage resulting from improper use of this information, improper processes, improper working conditions, or workmanship.

Condition Flooring Products, Adhesives, and all Accessories at 70 +/- 5 Degrees F for 48 hours prior to installation, during installation, and afterwards for another 48 hours.

If storing for more than the 2 days prior to installation, store all materials in a weather-tight enclosure. Do not stack pallets, and do not stack tiles or boxes of tiles any higher than you received them. When handling, keep the tiles face-to-face and back-to-back, just the same as they are packaged. Do not lean the treads or packages of treads up against walls, or other surfaces, this can cause warpage in the nose area. Leave them flat.

In rooms that are exposed to intense or direct sunlight, protect the materials from the sunlight during storage, conditioning before and after, and installation. Excessive UV exposure can cause fading and/or color variation.

## **B. Sub-floor Types:**

### **1. Wood Stairs**

Wood staircases must be smooth, flat, clean, & dry. They must be securely nailed and stable. Fill all cracks, deformations, and depressions with a cement-type latex patching compound, or Nose-Filler Epoxy. Let patching compound dry thoroughly, and then sand smooth. Do not install over old resilient flooring, or adhesives. Clean all steps thoroughly before installing new material. Remove old adhesives by physical means only (sanding, scraping, etc), do not use any chemicals or solvents.

### **2. Concrete Stairs**

Concrete steps must be tested for moisture in accordance with ASTM F2169 “Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Sub floor using Anhydrous Calcium Chloride”. Insure that your floor is porous and breathing well before performing the test. If it is non-porous, then sand it with very abrasive sandpaper to open it up. It is porous enough when a few drops of water dropped on the surface readily absorb within 30 seconds. One test per every 1,000 sq. ft. of floor space and test results cannot exceed 3 pounds per 1,000 sq. ft. in 24 hours. If the test results exceed 3 pounds, the floor is not good for an installation. The moisture problem must be corrected first. If the ph of the concrete exceeds 9, the surface should be neutralized before continuing.

**Note:** Keep in mind, that even if a moisture test shows that the slab has acceptable moisture levels, it is only at the time of the test that the levels were acceptable. It is possible for the weather, sprinkler systems, or other causes to bring the slab to unacceptable levels of moisture. Therefore, it is very important that some moisture vapor control and prevention was built for the slab as well, in the way of a moisture barrier. If no moisture barrier exists, then one must be installed. Any on or below grade slab should have a moisture barrier, according to industry standards. These Recommendations are about our products ability to bond to sub floors; the performance and warranty of said sub floors should be addressed with the manufacturer of said items.

It is recommended to test concrete for good bond. Test one-step or use a 12x12 sample of the material to bond on the steps, let sit for 72 hours and check for bond strength. If OK, continue with the installation.

Fill all depressions, cracks, etc. with a cement-type latex patching compound, let it dry thoroughly and sand smooth. All Steel-Troweled, or Power-Troweled, slick finished concrete steps need to be sanded and roughened up before installing.

Ambient temperature is important during installation. But the slab temperature should also be between 65 to 75 degrees F for 48 hours before, during, and for 48 hours after installation. Use a surface thermometer. If the temperature is too cold, it will retard the curing of the adhesive considerably. The colder the surface is, the slower the adhesive cures. If the temperature is above 75, the adhesive will set-up rapidly, you will have less working time, and will have to roll very soon. When these temperature conditions exist outside of the recommended range, it causes issues with the adhesive's ability to work normally. This in turn causes treads and steps to be rolled too soon, leaving gaps, or rolled too late so that thickness differences occur on the floor, because the adhesive cured before it was rolled down flat onto the substrate.

### **3. Steel Stairs**

The steps should be carefully cleaned by physical means of wire brush, sandblasting, etc., removing all rust, sealers, coatings, and contaminants. Then the steps should be coated with an anti-corrosive coating to prevent rust, if rust is a concern in your environment. Use Burke Flooring's BR 721 Epoxy adhesive only on this type staircase.

## **C. Installation of Stair Treads**

### **1. Conditions**

Proper ventilation and adequate lighting should be available. Check steps for conformance to the recommendations above. All materials (the flooring products, adhesives, any patching, or leveling compounds, and the sub floor itself) need to be conditioned to 70 +/- 5 degrees, for 48 hours prior to installation, during installation, and for 48 hours after installation.

Porosity Test -- If using the BR-711 adhesive you'll need to test your substrate for porosity. NOTE: Do not assume that wood or concrete are porous, you must test. Test by dropping a few drops of water on the substrate, if they readily absorb within 30 seconds, it is porous, if not, then your substrate should be considered non-porous. The application of the tile depends on the porosity of the floor with this adhesive.

## **2. Equipment**

1. Burke Epoxy Adhesive BR-721, or BR-711 adhesive for Stair Treads
2. Epoxy Nose-Filler BR-715
3. BR-101 – for the Skirting, Risers, and any needed wall base
4. Mixing Sticks or Drill w/ Mixing Paddle
5. Carpenter's Square
6. Straight Edge
7. Scribe
8. Utility Knife
9. Chalk Line
10. Tape Measure
11. Hand Roller
12. Sandbags
13. Recommended trowel – 1/16" X 1/16" X 1/16" Square-Notched for most applications or 1/8" X 1/16" X 1/8" V-Notched for only certain conditions (see instructions below)
14. Rags
15. Water
16. Rubbing Alcohol

## **3. Fitting**

Stair Treads, Risers, and Skirting/Stringers must be scribed and/or measured on each step and trimmed to fit each step and dry laid on each step prior to installing.

IT IS THE INSTALLERS RESPONSIBILITY TO INSPECT THE DRY LAID INSTALLATION AND NOTIFY THE APPROPRIATE AUTHORITY OF ANY IMPERFECTION, OR IRREGULARITIES PRIOR TO FINAL ADHESIVE INSTALLATION.

#### **4. Stringer/Skirting Installation**

If Skirting/Stringers are required, they must be installed first.

Make a template of cardboard or other suitable material, measuring the height and depth of each step, and transferring that data to your template. Rough cut the template, set in place and then trim to form a snug fit to the stairwell. Lay the template over the Skirting/Stringer and transfer the pattern using an awl. Cut the Skirting/Stringer material and check the fit. Trim to form a snug fit.

If the wall is porous, use the Cove Base adhesive BR-101. If the wall is non-porous, use BR-711 and follow the instructions on the label for non-porous applications.

Install Skirting/Stringers, roll with the hand roller to insure good adhesive contact.

#### **5. Stair Tread/Riser Installation**

Adhesives

**BR-721**, Burke Epoxy is the most commonly used adhesive for our stair Treads. Pour either unit A or B into the other unit and mix until homogenous, no more and no less. Insufficient mixing will cause adhesive failures, and over-mixing breaks down the viscosity of the adhesive and it can become runny. Pot Life is short, around 30-60 minutes (depending on temperature and humidity, hot and dry is quicker, and cold and moist is slower).

Once mixed, it is best to get the material out of the can and onto the installation surface (or another surface to work off of) as soon as possible. The air space in the can is small and the chemical reaction can happen very quickly, with the can getting hot to the touch.

It is recommended that you use Mixing Sticks in a folding and stirring fashion until mixed, to avoid over-mixing. If you use a Mixing Paddle on a drill, keep your RPM's low and be careful not to over-mix, just mix enough to bring it together to a homogenous state, no more. Moisture testing of the substrate is necessary, see Moisture Testing section above. BR-721 can be used on porous or non-porous applications.

**BR-711**, a one-part acrylic adhesive can be used on Stair Treads if there is no threat of moisture. It can be used on wood or concrete, but the substrate must be tested for porosity and moisture. The label on the can thoroughly explains the simple porosity test (a couple of drops of water is all that's required, and

observation). The adhesive must be used accordingly for non-porous conditions, or for porous conditions. The label describes both methods. Essentially, if its porous, you can lay into it wet, if non-porous, you must let it flash-off first, the label explains.

**BR-715**, an epoxy Nose-Filler is required to maintain your warranty. If there is any void between the step nose and the Tread nose, BR-715 must be used to fill that void. If you do not use it, you will start cracking at the nose from traffic and flex.

To apply, spread liberally in the back of the nose enough material to fill the void. When the Tread is pushed into place, the Nose-Filler should fill the existing void if enough material was used. CAUTION – Do not use if the void is greater than ¼". If the gap is greater than ¼", then we do not recommend our Stair Treads for that application until the substrate is modified to allow a void of less than ¼".

**BR-101**, a Cove Base adhesive that can be used on the Risers, Skirting/Stringers, or any wall base needed for the Stairwell, if the wall is porous.

**Step-Bond Tape** is a 2-sided, pressure sensitive tape for installing Treads and Risers. There is a 1" wide roll for use with the Nose, and 6" wide rolls for the step part of the tread, and the riser if using the one-part Tread/Riser combination part. Use 2 - 6" wide strips for Stair Treads and 3 - 6" wide strips for Tread/Riser combination parts. This product requires a very clean substrate. We are not recommending this tape for Vinyl Tread Applications at this time.

**WARNING** - ANY EXCESS ADHESIVE THAT COMES UP BETWEEN SEAMS OR AROUND THE PERIMETER OF PARTS, MUST BE CLEANED UP IMMEDIATELY WITH WATER OR RUBBING ALCOHOL AND A RAG. IF THAT EXCESS ADHESIVE HARDENS ON YOUR FLOORING IT WILL BE PRACTICALLY IMPOSSIBLE TO CLEAN OR REMOVE WITHOUT DAMAGING THE TILE OR TREADS.

### **Trowel Size**

For most conditions, use a 1/16" X 1/16" X 1/16" Square-Notched Trowel. If your steps are new, porous wood, or new concrete with very open pores, use a 1/8" X 1/16" X 1/8" V-Notched Trowel.

**Application**

Note: If installing the Tread/Riser Combination part, you must install Cove Stick (Part No. 070) in the 90-degree junction area, where the tread ends and the riser begins. This will work as a support for the bend at that junction, where the tread bends up to become the riser.

If you have ordered Butt Treads, they will be marked in sets, on the backside of each Tread, so that the mechanic can install them properly.

Spread adhesive on the Tread and Riser. Do this separately, if using separate treads and risers. Use BR-101 on the Riser, if substrate is porous, or use same adhesive as the Tread otherwise. If applying the Tread/Riser Combination part, then spread both the tread and riser together. If using the tape, then lay the 1" wide strip on the nose (leaving the peel paper in place) and the 6" strips across the step (leaving peel paper in place), until it is covered. Apply any BR-715 Nose-Filler keep other adhesives ½" back from the nose point to allow for the Nose-Filler.

For BR-711, remember to test for porosity, and use adhesive according to whether or not it is porous. If porous, let adhesive sit for 5-10 minutes, then lay into it wet. If non-porous, let the adhesive dry to the state where nothing comes off on your finger from touching it. At that point, start installing, you have 45 minutes to work. Only apply enough adhesive to allow for 45 minutes of application. If you allow the dry-state to sit open longer than 45 minutes, you lose bond-strength.

Position and place tread into place, starting at the nose, and pushing back and pressing down until it is all in place. Roll Tread and riser immediately after application with the hand roller to ensure good adhesion. If using the tape, peel the paper from the nose and set your nose first, while holding back the rest of the tread. Peel the paper off strips as you lay the tread back into place from the nose, being careful to keep the tread in proper position. Roll immediately with the hand roller. Make sure that each tread is fit tight to the nose, and is adhered to the nose. Once the installation is complete, roll the treads again, firmly.

Cleanup any excess adhesive on the flooring surface while its wet with water, or rubbing alcohol, and a rag. Do not allow it to harden, it cannot be cleaned or removed without damage to the flooring, if hardened.

**Final Steps**

Insure that all areas are securely bonded. Sandbag any areas where needed to insure bond in seams, edges, or any potential problem area.

Mark off the area to keep traffic off for at least 12 hours, and do not allow heavy foot traffic for a minimum of 24 hours, 72 hours is best if possible.

Permit no heavy equipment or rolling loads for 72 hours.

Protect from other construction by covering until construction is complete.

Do not perform maintenance for 72 hours.

Maintain 65-75 degrees F for the next 48 hours.

Inspect the floor 2.5 hours after installation; roll a 3<sup>rd</sup> time if necessary.

