

**CONTRACT #: 1990****CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS****For****REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCAA"))**

**THIS CONTRACT** is made and entered into this 24th day of June, 2020 ("Contract"), by and between DSB+ Commercial Floor Finishes ("Contractor") and **Alameda Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of one hundred-fifteen thousand, six hundred & forty-eight, zero cents Dollars (\$ 115,648.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

**SEE SCOPE OF WORK ATTACHED AS EXHIBIT "A"**

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Sites.** Contractor shall perform the Work described in Exhibit A at the following school sites ("Premises" or "Sites"):

- Edison Elementary School
- Franklin Elementary School

The Project is the scope of Work performed at the Sites.

4. **Contract Time.** Work to be completed by Friday, July 24, 2020. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of N/A Dollars (\$) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Insurance.**

Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability</b> , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto</b> , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$1,000,000
<b>Builder's Risk (Course of Construction)</b>	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.
7. **Contract Documents.** The Contract Documents include only the following documents, as indicated:
- |   |   |   |  |
|---|---|---|--|
| X | Bid Form and Proposal                           | X | Drug-Free Workplace Certification                  |
| X | Bid Bond  | X | Lead-Product(s) Certification                      |
| X | Terms and Conditions to Contract                | X | Asbestos & Other Hazardous Materials Certification |
| X | Non-collusion Declaration                       |   | Notice to Proceed                                  |
| X | Prevailing Wage Certification                   | X | Work Specifications                                |
| X | Workers' Compensation Certification             | X | Exhibit A ("Scope of Work")                        |
| X | Criminal Background Investigation Certification | X | Performance Bond                                   |
| X | Smoke-Free Certification                        | X | Payment Bond                                       |
8. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

**Alameda Unified School District**  
**2060 Challenger Drive**  
**Alameda, CA 94501**  
**Attn: Monty Patterson, Director, MOF**  
**Telephone: 510-337-7090**

**Contractor:** D.S. Baxley, Inc., dba DSB+  
6571 Las Positas Rd.  
Livermore, CA 94551  
ATTN: Josh Brewer

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: \_\_\_\_\_, 20\_\_

Dated: June 11 \_\_\_\_\_, 20\_\_

**Alameda Unified School District**

D.S. Baxley, Inc., dba DSB+ \_\_\_\_\_ **Contractor**

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

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

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

Print Name: Daniel Si Baxley

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

Print Title: President

Budget Code: \_\_\_\_\_ 01-8150-0-0000-8500-6200-077-77-3010 \_\_\_\_\_

**Information regarding Contractor:**

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation  
☐ Limited Liability Company  
☐ Other: June 11, 2020

Employer Identification and/or Social Security Number

**NOTE: United States Code, Title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**TERMS AND CONDITIONS TO CONTRACT**

**1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

**2. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

**3. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

**4. SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

**5. TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

**6. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving

on school grounds, particularly when children are present.

**7. CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

**8. TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**9. EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall

proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**10. LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

**11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

**12. DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

**13. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

**14. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

**15. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

**16. CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

**17. ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

**18. PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

**19. ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

**20. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and

conditions of this Contract.

**21. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

**22. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

**23. INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**24. PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

**25. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

**26. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**27. ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**28. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

**29. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**30. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs,

procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**31. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**32. DISPUTES/CLAIMS:** Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

- (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
- (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
- (3) Payment of an amount that is disputed by the District.

- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.

- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit.” The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

▪ **Subcontractor Claims.** Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor’s claim to the District, Contractor shall provide a copy of the Subcontractor’s written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor’s receipt of the request. In the event the Contractor agrees to submit a Subcontractor’s claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor’s written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor’s signature: “I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit.”

▪ **District Review of Claim.** Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The

District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District’s failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant’s responsibility or qualifications.

▪ **Meet and Confer Meeting.** If the Contractor disputes the District’s written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District’s written response or, if the District fails to respond, within fifteen (15) days after the District’s response was due, may demand, in a writing sent to the District’s Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District’s Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor’s written demand.

▪ **Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

▪ Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute.

▪ Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

**33. LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

**34. PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

**35. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of

this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**36. ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

**37. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

**38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**39. BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

**40. DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

**41. INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

**42. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.



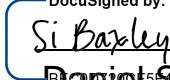
**PREVAILING WAGE CERTIFICATION**

PROJECT NO.: 1990 between **Alameda Unified School District** (the “District” or the “Owner”) and \_\_\_\_\_  
DSB+ Commercial Floor Finishes (the “Contractor” or the “Bidder”) \_\_\_\_\_, (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: June 11, 2020

Proper Name of Contractor: D.S. Baxley, Inc., dba DSB+

Signature:  \_\_\_\_\_  
DocuSigned by:

Print Name: Daniel Si Baxley  
B100710055438...

Title: President

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT NO.: 1990 between **Alameda Unified School District** (the "District" or the "Owner") and DSB+ Commercial Floor Finishes (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

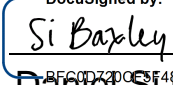
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: June 11, 2020

Proper Name of Contractor: D.S. Baxley, Inc., dba DSB+

Signature: 

Print Name: Daniel Si Baxley

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

PROJECT NO.: 1990 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
DSB+ Commercial Floor Finishes (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

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

X \_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

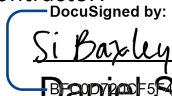
\_\_\_\_\_ Waiver of Fingerprint Requirement. Contractor is not required to comply because Contractor's services are of limited duration and District employees will directly supervise Contractor at all times that Contractor is in the presence of students.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: June 11, 2020

Proper Name of Contractor: D. S. Baxley, Inc., dba DSB+

Signature: 

Print Name: Daniel Si Baxley

Title: President

**SMOKE-FREE ENVIRONMENT CERTIFICATION**

PROJECT NO.: 1990 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
DSB+ Commercial Floor Finishes (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

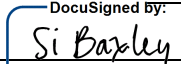
This Smoke-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: June 11, 2020

Proper Name of Contractor: D.S. Baxley, Inc., dba DSB+

Signature: 

Print Name: Daniel Si Baxley

Title: President

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT NO.: 1990 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
DSB+ Commercial Floor Finishes (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date: June 11, 2020

Proper Name of Contractor: D.S. Baxley, Inc., dba DSB+

DocuSigned by:

Signature:

*Si Baxley*

Print Name:

Daniel Si Baxley

Title:

President

**LEAD-PRODUCT(S) CERTIFICATION**

PROJECT NO.: 1990 between **Alameda Unified School District** (the "District" or the "Owner") and DSB+ Commercial Floor Finishes (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

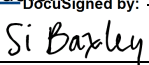
If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: June 11, 202-0

Proper Name of Contractor: D.S. Baxley, Inc. dba DSB+

Signature: 

Print Name: Daniel S. Baxley

Title: President

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

PROJECT NO.: 1990 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
DSB+ Commercial Floor Finishes (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

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

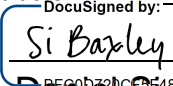
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: June 11, 2020

Proper Name of Contractor: D.S. Baxley, Inc., dba DSB+

Signature: 

Print Name: Daniel S. Baxley

Title: President

**EXHIBIT A ("SCOPE OF WORK")****WORK SPECIFICATIONS****PORTABLES FLOOR REPLACEMENT SCOPE OF WORK SPECIFICATION**

Specifications & Scope of Work - Edison Elementary School & Franklin Elementary School Portables

**Edison Portables:**

\* Estimated quantity, Contractor to verify all dimensions

**Portable 17** - 24'(W) X 40'(L) = 960 SF \*

**Portable 18** - 24'(W) X 40'(L) = 960 SF \*

**Portable 19** - 24'(W) X 40'(L) = 960 SF \*

**Portable 20** - 36.5'(W) X 40'(L) (main room) = 1,460 SF \*

- Room 1 - 7.5'(W) x 11'(L) = 83 SF \*
- Room 2 - 10'(W) x 11'(L) = 110 SF \*
- Restroom 1 - 6' (W) x 11'(L) = 66 \*
- Restroom 2 - 7.5'(W) x 11'L = 83 SF \*
- Restroom 3 - 7.5'(W) x 11'(L) = 83 SF \*

**Portable 21** - 24'(W) X 40'(L) = 960 SF \*

**Portable 22** - 23.5'(W) X 40'(L) = 940 SF \*

**Scope of work: For portables 17, 18, 19, 20 (main room), 21, and 22**

(e) = existing

- Demo all existing Rubber Base, Carpet, and vinyl composition tile (VCT) to subfloor (e) and dispose.
- Prepare substrate for application of new flooring underlayment
- Furnish and install 1/4-inch underlayment : Halex or Accuply
- Prep all joints with Ardex Feather Finish Floor and sand.
- Furnish and install Forbo MCT Tile, Color: Dove Grey MCT-621
- Furnish and install four inch Burke Rubber Base, Color: Burke Black 701-P
- Furnish and install transitions

**Scope of work: For portable 20 (rooms 1 & 2, restrooms 1, 2 and 3)**

- Demo all existing Rubber Base, linoleum, and carpet to subfloor(e) and dispose.
- Prepare substrate for application of new flooring underlayment
- Furnish and install 1/4-inch underlayment : Halex or Accuply
- Prep all joints with Ardex Feather Finish Floor and sand.
- Furnish and install Forbo MCT Tile, Color: Dove Grey MCT-621 (rooms 1 & 2)
- Furnish and install four inch Burke Rubber Base, Color: Burke Black 701-P (rooms 1 & 2)
- Furnish and install Mannington Sheet Vinyl with a six-inch cove, Style - Biospec, Color: Techno Gray 15371. Install to manufacturer specifications. (restrooms 1, 2 and 3)
- Furnish and install transition strips at all thresholds as needed (height must meet ADA code).



## Specifications & Scope of Work - Edison Elementary School & Franklin Elementary School Portables

### **Franklin Modular Portables:**

**Scope of work:** For Modular portable (rooms 11, 12, 14, 15)

- Demo all existing rubber base, carpet, and vinyl composition tile (VCT) to subfloor(e) and dispose.
- Prepare substrate for application of new flooring underlayment
- Furnish and install 1/4-inch underlayment : Halex or Accuply
- Prep all joints with Ardex Feather Finish Floor and sand.
- Furnish and install Forbo MCT Tile, Color: Dove Grey MCT-621
- Furnish and install four inch Burke Rubber Base, Color: Burke Black 701-P

### **Specifications**

#### GENERAL SCOPE:

Furnish all labor, materials, tools and equipment necessary to remove existing flooring and install new floorings (Forbo MCT Tile and Mannington Sheet Vinyl, Style - Biospec) rubber base and related items specified.

#### SUBMITTALS:

Product Data: For each type of product specified.

- Submit a minimum of one (1) sample of each type and color of pattern of flooring and material.
- Submittal for all materials used in flooring application: Joint prep, underlayment, flooring materials, Forbo Tile, Mannington adhesive, base, transitions, etc.
- Provide Manufacturer's Product Data Sheets & Maintenance & Warranty Information

#### MATERIALS:

- Flooring tile shall be Forbo MCT Tile, Color: Dove Grey MCT-621 and 4 inch Base shall be Burke rubber base, Color Burke Black 701-P
- Flooring sheet vinyl shall be Mannington Sheet Vinyl with a six-inch cove, Style - Biospec, Color: Techno Gray 15371
- Colors shall be as selected by Alameda Unified School District.
- Reducers and transitions shall be aluminum strips of such thickness to suit abutting floor covering
- Adhesive shall be by manufacturer's recommendation.

#### APPLICATION MATERIALS:

- Provide type and brands of adhesive as recommended by manufacturer of covering material for the conditions of the installation.
- Primer shall be by type and brand recommended by floor covering manufacturer.
- Crack filler shall be Ardex Feather Finish Floor or recommendation by the floor covering manufacturer.

## Specifications & Scope of Work - Edison Elementary School & Franklin Elementary School Portables

### INSPECTION OF SURFACES:

- Examine substrate for unevenness which would prevent execution and quality of flooring joints as specified.
- Inspect and identify areas of sub floor for loose panels and floor squeaks for re-nailing or screwing down, to be resolved by others (AUSD carpenters), prior to contractor installation of underlayment.

### PREPARATION:

- Remove existing glue, dirt, oil, grease, or other foreign matter from surfaces to receive floor covering materials.
- Fill cracks and depressions with Ardex Feather Finish Floor.
- Prime surfaces if recommended by floor covering manufacturer.

### APPLICATION OF ADHESIVES:

- Per manufacturer's specifications and installation instructions.
- Do not soil walls, bases, and adjacent areas with adhesives.
- Promptly remove any spillage.

### INSTALLATION OF FORBO MCT TILE:

- Per manufacturer's specifications and installation instructions.

### INSTALLATION OF MANNINGTON SHEET VINYL:

- Per manufacturer's specifications and installation instructions.

### INSTALLATION OF BASE:

- Install Burke rubber base per manufacturer's specifications.
- Install base around perimeter of room or space.
- Unroll base material and cut into accurate lengths, as desired or required for minimum number of joints.
- Match edges at all seams or double cut adjoining lengths.
- Install base with butt joint widths no greater than 1/64".
- Do not install base behind casework or cabinet.

### INSTALLATION OF REDUCER:

- Apply adhesives and bond securely to substrates in straight true lines.
- Provide transition reducer where floor covering terminated exposing the edges of the covering.
- Fit edges to door frames and abutting surfaces and other edges to adjoining materials.
- Height must meet ADA code.

**PERFORMANCE BOND**

Bond no: 0000764707

**PERFORMANCE BOND (100% of Contract Price)**

(Note: Contractors must use this form, NOT a surety company form.)

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Alameda Unified School District ("District") and D. S. Baxley Inc. dba:DSB+ 6571 Las Positas Rd., Livermore, CA 94551, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Portables Flooring Replacement for Edison & Franklin ES

1990 (Project Name)  
("Project" or "Contract")

which Contract dated 8th day of June, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Nationwide Mutual Insurance Company

(“Surety”) are held and firmly bound unto the Board of the District in the penal sum of:

ONE HUNDRED FIFTEEN THOUSAND SIX HUNDRED FORTY-EIGHT AND NO/100

DOLLARS

(\$ 115,648.00\*\*), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Nationwide Mutual Insurance Company  
PO Box 1820 La Mesa CA 91944-1820

Attention: Josh Severson

Telephone No.: ( 619 ) 668 - 6545

Fax No.: ( 877 ) 870 - 3666

E-mail Address: Jseverson@nationwide.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 10TH day of JUNE, 2020.

**Principal**

D.S. BAXLEY, INC. DBA: DSB+

(Name of Principal)

(Signature of Person with Authority)

SI BAXLEY

(Print Name)

**Surety**

Nationwide Mutual Insurance Company

(Name of Surety)

ATTNY-IN-FACT  
 (Signature of Person with Authority)

JAMES KEELING

(Print Name)

IOA INSURANCE SERVICES, INC.

(Name of California Agent of Surety)

101 W. ANAPAMU ST. STE D  
SANTA BARBARA, CA 93101

(Address of California Agent of Surety)

805-741-7736

(Telephone Number of California Agent of Surety)



Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
 Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JAMES KEELING

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.



*Antonio C. Albanese*  
 Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

## ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio  
 Notary Public, State of New York  
 No. 02DE6126649  
 Qualified in Westchester County  
 Commission Expires September 16, 2021

*Suzanne C. Delio*

Notary Public  
 My Commission Expires  
 September 16, 2021

## CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of June, 2020

*Laura B. Guy*

Assistant Secretary

Bond No: 0000764707

PAYMENT BONDPAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Alameda Unified School District ("District") and D.S. BAXLEY, INC. DBA: DSB+  
6571 Las Positas Rd., Livermore, CA 94551, ("Principal") have entered into a contract  
 for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Portables Flooring Replacement for Edison & Franklin ES

1990 (Project Name)  
 ("Project" or "Contract")

which Contract dated 8th day of June, 2020, and all of the Contract Documents attached to or  
 forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a  
 good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract  
 price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of  
 California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Nationwide Mutual Insurance Company  
 ("Surety") are held and firmly bound unto the Board of the District in the penal  
 sum of:

ONE HUNDRED FIFTEEN THOUSAND SIX HUNDRED FORTY-EIGHT AND NO/100DOLLARS

(\$ 115,648.00\*\*), lawful money of the United States, being a sum not less than the total  
 amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
 executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators,  
 successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies,  
 used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for  
 amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an  
 amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable  
 attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and  
 corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right  
 of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and  
 remain in full force and affect.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 10th day of JUNE, 2020.

**Principal**D.S. BAXLEY, INC. DBA: DSB+

(Name of Principal)

(Signature of Person with Authority)

SI BAXLEY

(Print Name)

**Surety**Nationwide Mutual Insurance Company

(Name of Surety)

ATTNY-IN-FACT

(Signature of Person with Authority)

JAMES KEELING

(Print Name)

IOA INSURANCE SERVICES, INC.

(Name of California Agent of Surety)

101 W. ANAPAMU ST. STE D  
SANTA BARBARA, CA 93101

(Address of California Agent of Surety)

805-741-7736

(Telephone Number of California Agent of Surety)



Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
 Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JAMES KEELING

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.



*Antonio C. Albanese*  
 Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

## ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio  
 Notary Public, State of New York  
 No. 02DE6126649  
 Qualified in Westchester County  
 Commission Expires September 16, 2021

*Suzanne C. Delio*

Notary Public  
 My Commission Expires  
 September 16, 2021

## CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of June, 2020

*Laura B. Guy*

Assistant Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa BarbaraOn 06/10/2020 before me, F. Stassi, Notary Public

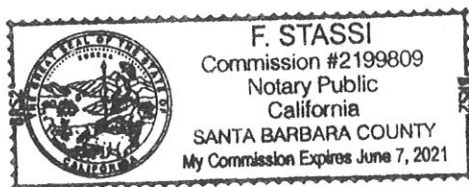
Date

Here Insert Name and Title of the Officer

personally appeared James Keeling

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: No Other Signers**Capacity(ies) Claimed by Signer(s)**Signer's Name: James Keeling

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Partner – ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Nationwide Mutual Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DS Baxley Inc. dba: DSB+ Commercial Floor Finishes 6571 Las Positas Road Livermore CA 94551 USA	<b>INSURER A:</b> Zurich American Ins Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

Holder Identifier : \$BD

**COVERAGES** **CERTIFICATE NUMBER:** 570082288968 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO106070904	04/01/2020	04/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570082288968

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: DSB+ Job No.: 720288JB. Project Description: Contract #1990: Various Sites, Portables Flooring Replacement (Edison ES & Franklin ES); Site Name: Edison ES & Franklin ES. Address: 2060 Challenger Drive, Alameda CA 94501. Alameda Unified School District, its trustees, employees, and agents and the State of California are included as Additional Insured in accordance with the policy provisions of the General Liability policy evidenced above. A waiver of Subrogation is granted in favor of the Certificate Holder in accordance with General Liability policy evidenced above. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

**CERTIFICATE HOLDER**
**CANCELLATION**

Alameda Unified School District 2060 Challenger Drive Alameda CA 94501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: GLO 1060709-04

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Alameda Unified School District (2060 Challenger Drive Alameda, CA 94501), its trustees, employees, and agents and the State of California.	Various Sites_ Portables Flooring Replacement (Edison ES & Franklin ES)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GLO 1060709-04

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Alameda Unified School District (2060 Challenger Drive Alameda, CA 94501), its trustees, employees, and agents and the State of California.	Various Sites_ Portables Flooring Replacement (Edison ES & Franklin ES)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## General Liability Extended Coverages

**Policy Number:** GLO106070904

**COMPANY:** Zurich American Ins Co

**Named Insured:** DS Baxley Inc.

**Effective Date:** 4/1/2020  
12:01 A.M., Standard Time

**Agent Name:** Aon Risk Services Central, Inc.

**Agent No.** 30-380000

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

The following changes apply to this Coverage Part.

#### **A. Fellow Employee And Incidental Medical Malpractice Coverage**

Paragraph **2.a.(1)** of Section II – **Who Is An Insured** is replaced by the following:

**2.** Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
  - (1)** "Bodily injury" or "personal and advertising injury":
    - (a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
    - (b)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or
    - (c)** Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:
      - (1)** Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or

- (2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

**B. Additional Insureds— Lessees Of Premises**

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
  - c. Ends when the person or organization ceases to lease or rent premises from you.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph B.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph B. shall not increase the applicable Limits of Insurance shown in the Declarations.

**C. Additional Insured – Vendors**

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph C. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law;
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
    - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (2) Any express warranty unauthorized by you;
    - (3) Any physical or chemical change in the product made intentionally by the vendor;
    - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs (4) or (6) above; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

**D. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph 2., **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**E. Limited Contractual Liability Coverage – Personal and Advertising Injury**

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. **Exclusions**

This insurance does not apply to:



**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:
  - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
  - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
  - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:**

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

**3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:**

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

**F. Medical Payments – Increased Reporting Period**

Paragraph 1. a. of Section I - **Coverage C – Medical Payments** is replaced by the following;

**a. We will pay medical expenses as described below for "bodily injury" caused by an accident:**

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**G. Supplementary Payments**

The following changes apply to **Supplementary Payments – Coverages A and B:**

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **H. Broadened Property Damage**

##### **1. Elevator Property Damage**

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 any one "occurrence".

##### **2. Property Damage To Borrowed Equipment**

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 any one "occurrence".

#### **I. Expected or Intended Injury or Damage**

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

##### **a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **J. Definition – Bodily Injury**

Definition 3. in Section V – **Definitions** is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

#### **K. Insured Status – Amateur Athletic Participants**

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:
  - (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
  - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
  - (1) Your "employee", "volunteer worker" or any person you sponsor; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**L. Aircraft, Auto Or Watercraft**

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm**

1. Definitions **10.** and **19.** in Section **V -- Definitions** are replaced by the following:

- 10.** "Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 19.** "Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to Section **V – Definitions**:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

**N. Definitions – Your Product and Your Work**

Definitions **21.** and **22.** in Section **V – Definitions** are replaced by the following:

**21.** "Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

**c. Does not include vending machines or other property rented to or located for the use of others but not sold.**

**22. "Your work":**

**a. Means:**

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**O. Duties in the Event of Occurrence, Offense, Claim or Suit Condition**

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

**P. Other Insurance Condition**

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

**b. Excess Insurance**

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - (i) Equipment you borrow from others at a jobsite; or
  - (ii) Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Q. Unintentional Failure to Disclose All Hazards**

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

**R. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation**

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**S. Liberalization Condition**

The following condition is added to Section **IV – Commercial General Liability Conditions**:

**Liberalization Clause**

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



## Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO106070904

Effective Date: 4/1/2020

This endorsement applies to insurance provided under the:

### **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Maintenance, Operations, &  
Facilities 2060 Challenger Drive  
Alameda, CA 94501  
Phone: 510-337-7090

# ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

## CONTRACTOR REGISTRATION APPLICATION

### California Uniform Public Construction Cost Accounting Act

The Alameda Unified School District invites all licensed contractors, who are registered with the DIR to perform public works projects, to submit information for inclusion on the District's list of qualified bidders for the **2020** calendar year.

This notice requires contractors to provide **ALL** of the following information:

- 1) Company name
- 2) Contact name and mailing address
- 3) Contact phone number, fax number, and email address
- 4) Contractor's license class and number
- 5) Type of work Contractor is licensed to perform
- 6) Public Works Contractor registration number
- 7) Evidence of Commercial General Liability and Automobile Liability Insurance: \$1,000,000/occurrence; \$2,000,000 aggregate
- 8) Evidence of Ability to Provide Payment and Performance Bonds: Include your bonding capacity

Company Name: <b>D.S. Baxley, Inc.</b>	Phone No.: <b>925-371-3950</b>	Fax No.: <b>925-371-3954</b>
Address: <b>6571 Las Positas Road</b>	Contact Name: <b>Kelly Adams</b>	
City, State, Zip: <b>Livermore Ca. 94551</b>	Email Address: <b>kelly@dsb-plus.com</b>	
License Classification(s): <b>C-15</b>	License No.: <b>858554</b>	
Type of Work: <b>Flooring</b>	PWC Registration No.: <b>1000008534</b>	

Please submit completed application to: Alameda Unified School District

Attn: MOF  
2060 Challenger Drive  
Alameda, CA 94501  
Or: [mof@alamedaunified.org](mailto:mof@alamedaunified.org)

The Alameda Unified School District may create a new contractors list effective January 1st of each year and may include any contractor's name it desires on the contractors list, but must include, at a minimum, all contractors who have properly provided the School District with the required information, either during the calendar year in which the list is valid or during November or December of the prior year. A contractor may have their firm added to the School District's contractors list at any time by providing the required information.



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>D.S. Baxley, Inc.</b>	
2 Business name/disregarded entity name, if different from above <b>DSB +</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>6571 Las Positas Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Livermore Ca. 94551</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
	-		-						
or									
<b>Employer identification number</b>									
2	0	-	2	8	3	5	2	2	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

1/9/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**DSB+**

Commercial Floor Finishes

D.S. Baxley, Inc.

6571 Las Positas Rd. Livermore, CA 94551

P. 925-371-3950 F. 925-371-3954

## **Project Submittal**

### **Edison & Franklin Elementary**

1433 San Antonio Ave  
Alameda, CA 94501

**To:**

Alameda Unified School District  
2060 Challenger Dr.  
Alameda, CA 94501

**Prepared By:**

D.S. Baxley, Inc.  
6571 Las Positas Rd.  
Livermore, CA 94551



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## **1. Ardex Product Data**



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# **ARDEX**

# **FEATHER FINISH®**

## **Self-Drying, Cement-Based Finishing Underlayment**

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**Portland cement-based**

**Exceptional bond strength**

**Provides a smooth finish to a variety of substrates prior to  
floor covering installation**

**Easy to mix and apply**

**Mixes with water only, no primers or additives necessary**

**True featheredge allows for greater coverage**

**Mold and mildew resistant**

**Will not contribute to staining floor covering**

**For interior use only**

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# ARDEX FEATHER FINISH®

## Self-Drying, Cement-Based Finishing Underlayment

### Usage

ARDEX FEATHER FINISH® can be used to smooth ridges, fill cracks, gouges, and joints for skim coating to a true featheredge over all types of interior concrete, masonry, wood, terrazzo, and ceramic and quarry tile. Can also be used over properly prepared residues of cutback and other non water-soluble adhesives over concrete only.

To use ARDEX FEATHER FINISH® as an embossing filler, the use of ARDEX P 82 ULTRA PRIME is required. Please read instructions under "Embossing Filler".

### Description

ARDEX FEATHER FINISH® provides a smooth, permanent finish to a variety of substrates prior to the installation of today's demanding floor coverings such as sheet vinyl and VCT (vinyl composition tile). ARDEX FEATHER FINISH® allows the installation of most types of floor covering in as little as 15 minutes over concrete, wood, ceramic and quarry tile – all without the need for priming or the use of a latex additive.

ARDEX FEATHER FINISH® mixes with water only to a creamy, smooth consistency for easy application. Engineered around a self-drying, Portland cement-based matrix, all of the mix water is chemically combined within the product itself. Using this unique technology, flooring installation problems associated with disbonding, crumbling, mold, mildew, and staining are eliminated, thus preserving the floor manufacturer's full product warranty.

### Subfloor Preparation

All concrete substrates must be solid, thoroughly clean and free of oil, wax, grease, asphalt, latex compounds, curing and sealing compounds, and any contaminant that might act as a bond breaker. If necessary, mechanically clean the floor down to sound, solid concrete by shot blasting, scarifying or similar. Overwatered, frozen, or otherwise weak concrete surfaces must also be cleaned down to sound, solid concrete by mechanical methods. Acid etching, the use of adhesive removers or solvents, and sweeping compounds are not acceptable means of cleaning the substrate. The use of sanding equipment is not an effective method to remove curing and sealing compounds. Substrates must be dry and properly primed for a successful installation. Substrate temperatures must be a minimum of 50°F for the installation of ARDEX products. For further information, please refer to the ARDEX Substrate Preparation Brochure.

An adhesive residue over concrete must be tested to make certain it is not water-soluble and does not react with the new flooring adhesive. In addition, the new flooring must not be susceptible to bleed-through of cutback adhesive. If adhesive interaction and migration are a concern, install ARDEX K 15® SELF-LEVELING UNDERLAYMENT with ARDEX E 25 RESILIENT EMULSION using the recommendations of the Resilient Floor Covering Institute available from the Ardex Technical Service Department. If there are no such concerns, prepare the adhesive to a thin, well-bonded residue using the wet-scraping technique as recommended by the Resilient Floor Covering Institute. Any existing patches below the adhesive must be completely removed.

### Recommended Tools

ARDEX T-2 Ring Mixing Paddle, mixing bucket, margin trowel, steel trowel, razor scraper, and a ½" heavy-duty drill (min. 650 rpm).

### Mixing And Application

For one 10 lb. bag of ARDEX FEATHER FINISH® use 2½ quarts (2.375 liters) of water. Put clean water in the mixing container first, and then add the ARDEX FEATHER FINISH®. For best results, mix with an ARDEX T-2 Ring Mixing Paddle and ½" heavy-duty drill. To mix smaller quantities by hand, use 2 parts by volume of powder to 1 part of water. Use a margin trowel and mix vigorously for 2 to 3 minutes. Just prior to application on the substrate, the mixture should be stirred again to ensure a creamy, smooth, lump-free consistency. The pot life of ARDEX FEATHER FINISH® is approximately 15 to 20 minutes at 70°F. If surface skinning occurs within this time, remix before using. Do not add more water.

After mixing, apply the mix to the substrate with the flat side of a steel trowel to obtain a solid mechanical bond. Apply sufficient pressure to fill all defects and to feather the product into the subfloor surface. It is not necessary to leave a certain minimum thickness of product on the substrate. Use the least amount possible to attain the desired smoothness.

ARDEX FEATHER FINISH® can be installed from a true featheredge up to ½" thick over large areas in one application. It can also be placed to any thickness in small, well-defined areas such as thresholds and birdbaths, as well as for height transitions.

## Flooring Installation

As soon as the ARDEX FEATHER FINISH® can be worked on without damaging the surface (15-20 min.), standard floor covering such as ceramic tile, VCT, sheet vinyl, and carpeting can be installed. Wood parquet, athletic flooring, and flooring requiring special adhesives that are sensitive to the presence of moisture (such as epoxies or urethanes), can be installed after 16 hours. All flooring adhesives that are compatible with concrete are compatible with ARDEX FEATHER FINISH®.

Due to variability in the wide range of adhesives used for the installation of floor covering materials, especially waterborne adhesives, their absorbency into cementitious substrates can also vary. If it is found that the adhesive being used is drying more quickly over the ARDEX FEATHER FINISH® than over adjacent concrete, we recommend that the surface of the underlayment be primed with ARDEX P 51 PRIMER diluted 1:3 with water. Allow the primer to dry thoroughly for 1-3 hours, and proceed with the installation of the adhesive. The use of the primer will even out the open time of the adhesive without affecting the bond or the long-term performance.

## Embossing Filler

Existing felt-backed embossed residential sheet vinyl must be clean and free of any waxes or other dressings. The flooring must be solidly bonded, have been installed over a suitable substrate, and must not show any signs of moisture, mold, mildew, or alkaline salts. Do not use embossing filler over cushioned-backed flooring that is thicker than 0.080" or over flooring that was installed using a perimeter bonded method.

To use ARDEX FEATHER FINISH® as an embossing filler, mix one part by volume of ARDEX P 82 ULTRA PRIME Part A to one part by volume of ARDEX P 82 ULTRA PRIME Part B and blend to a uniform consistency. Add two parts of ARDEX FEATHER FINISH® and mix as above.

For example, mix 1 cup (8 oz.) of ARDEX P 82 Part A to 1 cup of ARDEX P 82 Part B. Blend this to a uniform color and consistency and then add 2 cups (16 oz.) of ARDEX FEATHER FINISH®. For best results, mix the embossing filler with an ARDEX T-2 Ring Mixing Paddle and ½" heavy-duty drill to a creamy consistency or use a margin trowel and mix vigorously for 2-3 minutes. Apply the filler to the prepared residential sheet vinyl with the flat side of a trowel in the thinnest possible layer to fill in the existing pattern. (Coverage of above mix is 50 sq. ft. depending upon the depth of the embossing pattern.) After the pattern is filled, should additional filling or smoothing be required, use ARDEX FEATHER FINISH® mixed with water only.

The embossing filler blend will typically require 90 minutes of drying time prior to the installation of the new residential sheet vinyl. The surface is ready when a twist of a shoe does not affect the bond of the embossing filler. When dried, the surface of the filled vinyl is considered a non-porous substrate and the adhesive should be selected accordingly.

## Notes

This product is intended for interior use over dry substrates only. Do not use in areas of constant water exposure or in areas exposed to permanent or intermittent substrate moisture as this may jeopardize the performance of the underlayment and the floor covering. This product is not a vapor barrier and will allow free passage of moisture. **Follow the directives of the floor covering manufacturer regarding the maximum allowable substrate moisture content and test the substrate prior to installing ARDEX FEATHER FINISH®.** Where substrate moisture exceeds the maximum allowed, Ardex recommends the use of ARDEX MC™ MOISTURE CONTROL SYSTEM. For further information, please refer to the Ardex Technical Brochures.

Always install an adequate number of properly located test areas, to include the finish flooring, to determine the suitability of the product for its intended use. As floor coverings vary, always contact and rely upon the floor covering manufacturer for specific directives such as maximum allowable moisture content, adhesive selection, and intended end use of the product.

To preserve its freshness, ARDEX FEATHER FINISH® must be protected from air while not in use. Protect unused material by removing the air from the bag and sealing tightly. Open and reseal as necessary.

## Precautions

ARDEX FEATHER FINISH® contains Portland cement. Avoid eye and skin contact. Mix in a well ventilated area and avoid breathing powder or dust. **KEEP OUT OF REACH OF CHILDREN.** Carefully read and follow all cautions and warnings on product label.

Physiologically and ecologically friendly when set. Never mix with cement or additives other than Ardex approved products. Observe the basic rules of concrete work. Do not install below 50°F surface temperature. Install quickly if substrate is warm and follow hot weather instructions available from the ARDEX Technical Service Department.



## Technical Data According To Ardex Quality Standards

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(All data based on a mixing ratio of 2 parts powder to 1 part by volume of water at 70°F)

<b>Mixing Ratio:</b>	2½ quarts of water per one 10 lb. bag; for smaller batches, use 2 parts powder to 1 part water
<b>Coverage:</b>	33.3 sq. ft. per bag at ⅛"; 16.7 sq. ft. per bag at ¼"
<b>Install Floor</b>	
<b>Covering:</b>	15-20 minutes at 70°F
<b>Packaging:</b>	10 lb./4.5 kg net weight in paper bags
<b>Storage:</b>	Store in a cool dry area. Do not expose bags to sun. Protect unused material by removing air from bag and sealing tightly.
<b>Shelf Life:</b>	Six months unopened
<b>Warranty:</b>	Ardex Engineered Cements Standard Limited Warranty applies.

## Limited Warranty

Ardex, L.P. warrants that if this product proves to have manufacturing defects and ARDEX is notified of such within six months from the date ARDEX shipped the product, ARDEX will replace the defective product f.o.b. factory. Such product replacement shall constitute the sole and exclusive remedy for any claim under this warranty. ARDEX does not authorize anyone, including ARDEX Representatives, to make any statements which supersede, modify or supplement the information provided on its printed literature or package labels without written confirmation from the Ardex Technical Service Department. Any installations proceeding without this confirmation, or misinstallations of the product, will void this warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, AND IS STRICTLY LIMITED TO ITS TERMS. ARDEX MAKES NO WARRANTY OF MERCHANTABILITY OR SUITABILITY OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSE. All product demonstrations are placed for illustrative purposes only and do not constitute a warranty of any kind. ARDEX SELLS ITS PRODUCTS UPON THE CONDITION THAT CUSTOMERS SHALL CONDUCT THEIR OWN TESTS TO DETERMINE THE SUITABILITY OF THE PRODUCTS FOR THE CUSTOMERS' INTENDED PURPOSES. UNDER NO CIRCUMSTANCES WILL ARDEX BE LIABLE FOR ECONOMIC, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF OR OCCASIONED BY THE SELECTION, USE, INSTALLATION, OR REPLACEMENT OF THESE PRODUCTS.

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## **2. Burke Product Data, Maintenance & Warranty**



## 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](http://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.



## Wall Base Maintenance Data

### Maintenance Instructions –

Profiles Rubber Wall Base - Type TP  
BurkeBase Premium Rubber Wall Base - Type TS  
RubberMyte Rubber Wall Base – Type TP  
Mercer Vinyl Wall Base – Type TV

Burke Flooring Wall Base of any type, normally requires very little maintenance. Due to its refined and smooth surface, it maintains its natural luster with very little maintenance and requires very little attention.

#### Regular Cleaning:

For routine cleaning, wipe base with a damp cloth. This will usually be sufficient to restore the wall base finish an appearance. A spray on neutral cleaner, glass cleaner or countertop cleaner will normally do the job. Be careful not to overspray cleaner on painted walls or wall covering.

#### Scuff Removal:

Shoe sole marks, marks from cleaning equipment and other rolling stock can be unsightly and require removal. Most such marks can be removed with a mildly abrasive cleaner such as Soft Scrub. Abrasive cleaners like Comet are not recommended.

#### Wax Removal:

Waxing Burke Flooring Wall Base is not recommended. It is not required and it normally adds to the overall maintenance cost of the product. Sometimes, the wall base is accidentally waxed as the adjacent tile flooring is waxed. If this is unsightly or unobjectionable, the wax can be removed. A gentle hand application of a neutral pH wax remover is most effective. Be careful not to over strip the wall base that could cause color variation that would be more noticeable than the discoloration of the wax.



## **Warranty Information** -- RESILIENT TILE FLOORING 09 65 13.13

### **Burke Flooring Wall Base Warranty**

#### **AT THE TIME OF SHIPMENT, ALL PRODUCTS WILL:**

- Be free from defects in material and workmanship.
- Conform, within reasonable variation allowable for this industry, to the description (size, color, pattern) on the sales order
- Be sufficiently packaged and labeled

#### **CONDITIONS OR AFFECTS NOT WARRANTED:**

- Exact color or pattern matches
- Color degradation caused by sunlight or other ultraviolet rays
- Abuse or abnormal conditions

#### **INSTALLATION WILL NOT BE WARRANTED IF:**

- Burke Flooring adhesives are not used
- Products are not maintained and installed according to current Burke Flooring instructions
- Products are not first quality (seconds, imperfections)
- Problems were caused by moisture or alkali
- Wall base is installed over vinyl wall covering

### **WARRANTY TERMS**

Any defects must be reported to Burke Flooring within 30 days after discovery or defect. Always dry lay base before installation to inspect for defects. Burke Flooring will not be liable for labor to remove and install defective parts or visual defects that had could have been replaced before installation.

Burke Flooring reserves the right to inspect all claims against our warranties. Burke Flooring will not be liable for shipping costs if the product is found to be defective. In the event that labor charges are paid, Burke Flooring will pay normal and reasonable rates consistent with industry standards as determined by Burke Flooring.

**NOTE:** Burke Flooring does not warranty any implied promise or guarantee by any sales representative. Any special condition warranties must be in writing from Burke Flooring's President or Flooring Sales Director.



### **3. Forbo & Forbo Adhesive Product Data, Maintenance & Warranty**

# MARMOLEUM® COMPOSITION TILE (MCT) TECHNICAL DATA FLOORING SYSTEMS

## 1. PRODUCT NAME & MANUFACTURER

### 1.1 Product:

Marmoleum® Composition Tile (MCT) linoleum tile resilient floor covering

### 1.2 Manufacturer:

Forbo Flooring Systems  
Humboldt Industrial Park  
Hazleton, PA 18202  
[www.forboflooringna.com](http://www.forboflooringna.com)  
Phone: +800 842 7839  
+570 459 0771  
Fax: +570 450 0258



### 1.3 Product Description:

Construction: Marmoleum® Composition Tile (MCT) is a homogeneous floor covering made from natural ingredients including linseed oil, rosin binders, wood flour, limestone and dry pigments which are mixed and then calendared onto a polyester backing to ensure optimum dimensional stability.

Topshield2™ is a high performance finish. Its double UV cured double layer technology delivers extraordinary performance and clear and vibrant colors that remain over time.

Topshield2™ creates a 'ready to use' Marmoleum® that requires no initial maintenance or polymer application. The surface can be repaired or refreshed in cases of accidents or after years of intensive use.

### 1.4 Physical Characteristics: (dimensions are approximate)

Size ----- Approx. 13.11" x 13.11" (33.3 cm x 33.3 cm)  
Gauge ----- 0.080" (2.0 mm)  
Backing ----- Polyester  
Packaging ----- 45 tiles (53.82 feet<sup>2</sup>, 5 meters<sup>2</sup>)

## 2. PRODUCT PERFORMANCE & TECHNICAL DATA

### 2.1 Reference Specification:

Meets or exceeds all technical requirements as set forth in ASTM F 2195 Standard Specification for Linoleum Tile Flooring Type I

### 2.2 Environmental:

100% USDA Certified BioBased Product.

Compliant with CHPS 01350 requirements for VOC emissions and indoor air quality.

Contributes to the following LEED® v4 credits:

Materials & Resources

Credit 4, Option 1: See Forbo's LEED v4 sheet for additional information.

Credit 4, Option 2: Recycled Content (60% Pre-Consumer)

Prerequisite 2: 100% Recyclable Packaging

Indoor Environmental Quality

Credit 2: Low-Emitting Materials ([www.chps.net](http://www.chps.net))

Credit 2: Low-Emitting Materials (Adhesives comply with SCAQMD Rule #1168)

### 2.3 Static Load Limit:

1,500 pounds per square inch when tested in accordance with ASTM F 970-00, Standard Test Method for Static Load Limit.

### 2.4 Slip Resistance:

Meets or exceeds the industry recommendation of >0.5 for flat surfaces when tested in accordance with ASTM D 2047, Standard Test Method for Static Coefficient of Friction.

### 2.5 Castor Resistance:

Suitable for office chairs with castors when tested in accordance with EN 425, Castor Chair Test.

### 2.6 Impact Sound Reduction:

6db when tested in accordance with ISO 717-2, Impact Sound Insulation Test.

### 2.7 Resistance to Bacteria:

Provides a self-sanitizing quality in the form of a bactericidal effect. Independent testing has shown that a sterile zone around the material inhibits the growth of organisms such as staphylococcus aureas (Staph Infection), Clostridium Difficile (C. difficile) and Carbapenem-Resistant Enterobacteriaceae (CRE).

### 2.8 Anti-Static Properties:

Naturally anti-static. This property makes cleaning easier because dirt and dust does not cling to the surface as it may with other materials.

### 2.9 Dimensional Stability:

Due to the polyester back, providing a strong durable foundation, the product is dimensionally stable in all directions when properly installed. It resists cracking, drying, and peeling.

### 2.10 Fire Testing:

Class 1 when tested in accordance with ASTM E 648/NFPA 253, Standard Test Method for Critical Radiant Flux.

Meets 450 or less when tested in accordance with ASTM E 662/NFPA 258, Standard Test Method for Smoke Density.

### 2.11 Cigarette Resistance:

Resists cigarette burns. Burning cigarettes will leave only a brown mark, which can be rubbed out using steel wool or a scouring pad.

### 2.12 Chemical Resistance: (Exposure Time One Hour)\*

Diluted Acids – Sulfuric, Nitric, Hydrochloric, Acetic,	
Lactic, Citric-----	No Change
Isopropyl Alcohol (70%)-----	No Change
Sodium Hydroxide (5%)-----	Softening
Ammonia (5%), Acetone-----	Possible Softening/Staining
Phenol (5%) -----	No Change
Soda Solution, Soap Solution (Slightly Alkaline)-----	No Change
Gasoline, Kerosene, White Spirit, Paraffin-----	No Change
Benzene, Toluene, Methyl Alcohol, Ethyl Acetate ----	No Change
Methyl Ethyl Ketone, Ether -----	No Change
Mineral Oil, Olive Oil, Vegetable Oil, Animal Fat -----	No Change
Blood, Urine, Excrement -----	No Change
Lipstick-----	No Change
Formaldehyde, Hydrogen Peroxide 3% -----	No Change
Hot Chili Paste, Iodine, Betadine, Hair Dye -----	No Change
Shoe Polish -----	Staining
Silver Nitrate-----	Staining/Possible Softening
Bitumen, Salt Water -----	No Change
Methylene Blue-----	Staining
Gel-Based Hand Sanitizer, Bleach -----	No Change

Tested in accordance with ASTM F 925, Standard Test Method Resistance to Chemicals of Resilient Flooring.

\*Marmoleum® Composition Tile (MCT) is NOT resistant to prolonged exposure to high alkalis.



### 3. INSTALLATION

#### 3.1 Site Conditions:

The installation should not begin until the work of all other trades has been completed, especially overhead trades. Areas to receive flooring should be clean, fully enclosed and weathertight with the permanent HVAC must be fully operational, controlled and set at a minimum of 68° F (20° C) for a minimum of seven days prior to, during, and seven days after the installation. The flooring material (including adhesive and welding rod) should be conditioned in the same manner for a minimum of 48 hours prior to the installation. Areas to receive flooring shall be adequately lighted to allow for proper inspection of the substrate, installation and seaming of the flooring, and for final inspection.

#### 3.2 Substrates:

Floors shall be sound, smooth, flat, permanently dry, clean, and free of all foreign materials including, but not limited to, dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt and old adhesive residue. Wood floors should be double construction with a minimum total thickness of 1 inch. Wood floors must be rigid, free from movement and have at least 18" of well-ventilated air space below. Forbo floor coverings should not be installed over wooden subfloors built on sleepers over on or below grade concrete floors without first making sure that adequate precautions have been taken to ensure the structural integrity of the system, and to prevent moisture migration from the concrete slab. Concrete substrates should be prepared in accordance with the latest version of ASTM F 710, Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. Concrete shall have a minimum compressive strength of 3,000 psi. Patch and repair minor cracks and other imperfections using only the highest quality patching and leveling compounds in strict accordance to the manufacturer's recommendations for their use and application. Floor covering should not be installed over expansion joints. Suitable expansion joint covers should be used. It is essential that moisture tests be conducted on all concrete floors regardless of the age or grade level. Conduct calcium chloride tests in accordance with the latest version of ASTM F 1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride. Measure the internal relative humidity of the concrete slab in accordance with the latest version of ASTM F 2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes. One test of each type should be conducted for every 1,000 square feet of flooring (minimum of 3). The tests should be conducted around the perimeter of the room, at columns, and anywhere moisture may be evident. Concrete moisture vapor emissions must not exceed 5.0 lbs. per 1,000 square feet in 24 hours when using Forbo T 940 adhesive, 8.0 lbs. per 1,000 square feet in 24 hours when using Forbo Sustain 885m adhesive or 10.0 lbs. per 1,000 square feet in 24 hours when using Forbo Sustain 1195 adhesive. Concrete internal relative humidity must not exceed 75% when using Forbo T 940 adhesive, 85% when using Forbo Sustain 885m adhesive or 95% when using Sustain 1195 adhesive. A diagram of the area showing the location and results of each test should be submitted to the Architect, General Contractor or End User. If the test results exceed these limitations, the installation must not proceed until the problem has been corrected.

**Note: Moisture tests indicate conditions at the time of the test only. The absence of an acceptable vapor retarder under the slab, changes in the environment, or other circumstances beyond Forbo's control, may lead to adverse changes in the moisture condition of the concrete. Forbo's warranty shall not be extended to cover damage or failures caused by moisture conditions in excess of specified limits that occur after the time of initial testing or installation.**

#### 3.3 Adhesive:

Use Forbo T 940, Forbo Sustain 885m or Forbo Sustain 1195 adhesives.

Use a 1/16" x 1/16" x 1/16" square notch trowel.

Spread Rate: Approximately 125 square feet/gallon.

#### 3.4 Heat Welding (OPTIONAL):

For seamless, hygienic watertight installation requirements, use Forbo Marmoweld welding rod.

Welding rod dimensions: 4 mm; 165 linear feet per spool.

#### 3.5 Installation Guidelines:

Refer to Forbo Flooring's Installation Guide for complete installation guidelines.

### 4. AVAILABILITY & COST

Available through authorized Forbo Flooring suppliers throughout North America. Contact Forbo Flooring or an authorized supplier for cost information.

### 5. WARRANTY

Limited 5-year warranty. For complete details, contact Forbo Flooring.

### 6. CARE & CLEANING

After installation is completed, allow a minimum of 5 days for the adhesive to properly bond and cure before conducting wet cleaning procedures. See Forbo Flooring's Floor Care Guide for additional information.

### 7. SUPPORT SERVICES

Submittal samples for verification and approval are available upon request from Forbo Flooring. Samples shall be submitted in compliance with the requirements of the Contract Documents. Please fax all sample requests to +570 450 0229 or visit our website at [www.forboflooringna.com](http://www.forboflooringna.com). Accepted and approved samples shall constitute the standard materials that represent materials installed in the project.

For current installation and floor care guidelines, guide specifications, and other technical information, visit our website at [www.forboflooringna.com](http://www.forboflooringna.com).

# Forbo Floor Care - Marmoleum

## **Forbo Flooring Cleaning and Maintenance advice:**

Forbo Flooring Marmoleum collections are easy to clean and maintain, thanks to Topshield2, an innovative and durable factory finish which should not be removed.

The Topshield2 finish is part of the linoleum and the perfect base for your ongoing use of the floor.

## **Initial clean before use**

Newly installed floors should not be wet cleaned within 3 days of installation.

Remove all debris, dirt and dust off the floor and clean the floor with a neutral floor cleaner. For larger areas a scrubber dryer or a rotary machine (150-300 rpm) with a 3M red pad or equivalent may be used. Pick up dirty water with a wiper and mop or wet vacuum, rinse with clean water and allow floor to dry.

If required dry or spray buff the floor with a rotary machine (150-300 rpm) and 3M red pad or equivalent.

**Note:** if cement dust is present add approximately 2% of Citric or Acetic acid.

The floor is now ready for use, and does not require any further treatment or finish application. If the application of additional finishes is being considered refer to FAQ's later in this guide.

## **Regular cleaning:**

The frequency of regular cleaning method will depend on the amount of traffic, soiling levels, desired appearance, and hygiene standards.

- Remove dust and loose dirt by vacuum cleaning, sweeping or mopping.
- Remove spots, stains and spillages with a damp mop and a neutral floor cleaner.

As required:

- Spray clean the floor with a rotary machine (150-300 rpm), a 3M red pad or equivalent and neutral floor cleaner

## **Periodic Maintenance:**

The following maintenance actions should be used when needed to maintain a satisfactory level of appearance.

- Remove dust and loose dirt by vacuum cleaning, sweeping or mopping.
- Remove spots, stains and spillages with a damp mop and a neutral floor cleaner.
- Spray Buff the floor with a rotary machine (300-500 rpm) and a 3M red pad or equivalent using a buffable floor maintainer to remove gloss irregularities and provide an even appearance.

# Best Practice: Tips for effective floor care

## General advice

### Protect newly laid floors

All newly laid floors should be covered and protected from all other trades during the contract with a suitable non-staining protective covering. Use protective feet on chairs and tables to reduce scratching. Castor wheels should be of soft material suitable for resilient floor coverings (according to EN425)

### Use Entrance Systems

As much as 80% of dirt entering a building is brought in by foot traffic. Entrance flooring systems of an appropriate size (ideally more than 6lm) and quality should be used. Forbo Coral or Nuway entrance flooring systems, are independently proven to remove and retain up to 94% of all dirt and moisture entering a building by foot traffic; reducing maintenance costs and maximising appearance retention of adjacent flooring products as well as reducing slip risk. As with any dirt removal system all entrance flooring systems should be regularly cleaned to release the dirt which has been removed.

### Cleaning

- Regular cleaning is more beneficial and cost effective than occasional deep cleaning.
- Use recommended cleaning products. High quality cleaning products and equipment ensure efficient maintenance and represent only a small proportion of maintenance costs.
- Always follow the manufacturer's instructions for cleaning products.
- Always follow the Health and Safety guidance provided.

### Use of Floor Care Chemicals

The improper use of high pH maintenance products may damage resilient flooring. Frequent treatment or inadequate rinsing may cause cracking, shrinking, and/or discoloration. Marmoleum flooring should never be cleaned with high pH chemicals because permanent damage may occur. Abrasive powders or cleansers should not be used.

## Frequently Asked Questions.

### How often should I clean my floor?

The optimum frequency for cleaning and maintenance is determined by the way the floor is used. When producing a cleaning and maintenance schedule it is good practice to consider the situation of the floor first: e.g. is it near an entrance to the building or on an upper floor? Will it collect dry or moist soil? What level of traffic will it be subjected to? Remember that light and uni-colours may need to be cleaned more frequently.

### Do I need to polish my floor?

The advanced Topshield2 finish applied on Forbo Flooring Marmoleum does not require the use of polish.

### How do I remove stains?

Remove stains as soon as they are discovered. Most stains can be safely removed using a dry (paper) towel, water, detergent, white spirit or alcohol (in that order). Do NOT use highly alkaline products (ammonia, soda) or strong solvents such as acetone as they can be harmful to both people and to your floor.

Marks caused by	Removed with
Chocolate, grease, egg, coffee, juice, etc.	Neutral floor cleaner in lukewarm water
Bitumen, oil, rubber, soot	Cleaners' white spirits
Chewing-gum	Cool with cold spray or ice cubes and scrape.
Rust	Oxalic or citric acid in lukewarm water

If any doubt exists test cleaning materials on a sample piece or in an inconspicuous area.

### Buffing tips

- Spray or dry buffing enhances gloss, helps remove black marks and repairs scratches. Be sure to buff with a clean buffing pad.
- Take good care of your pads. Check and flip when they get soiled. Wash, rinse and hang to dry after use.

## Cleaning machines and pads

### Pad codes

The colour codes indicating grades of pads may vary depending on the manufacturer/country.

Task	3M Pad colour
For regular spray cleaning	Red
For periodic maintenance	Red

**Note:** Blue or green pads are not required for normal cleaning and maintenance.

Brown or black pads should not be used on Marmoleum products

### Machine speeds

For machine cleaning 150 to 300 rpm is perfectly suitable. For spray buffing, 300 to 500 rpm is the recommended speed for removing gloss irregularities and restoring the floor's original, optimum appearance.

### Conductive Marmoleum Ohmex & Marmoleum Sport

Look for separate advice for these floors e.g. to maintain conductivity of an Ohmex-floor only cleaning and maintenance products that do not reduce the conductivity of the flooring should be used.

### Recommended Floor care products

Forbo Flooring Systems recommends the use of a neutral cleaner such as Forbo Cleaner or Forbo Monel. For spray buffing use a pH neutral floor maintainer.

Other floor care products may be used on Forbo Flooring resilient floor coverings. If alternative products are to be used consult with your regular supplier for more information, guidance and warranty.

### Contact us:

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

Email: [contact@forbo.com](mailto:contact@forbo.com)

Telephone: 00 31 75 6477477



FLOORING SYSTEMS

## Warranty

# LIMITED 5-YEAR WARRANTY

### FLOOR COVERING LIMITED 5-YEAR WARRANTY

Limited Warranty. Forbo warrants that its floor covering products, when installed using Forbo's recommended procedures and adhesives, shall perform in accordance with their published specifications and shall be free from manufacturing defects under normal use for a period of five (5) years from the date of original installation. THIS IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY FORBO, AND FORBO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, OR ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty shall extend only to the original purchaser or original end-user and is not assignable.

Limitation of Remedies. Forbo's only obligation hereunder will be to deliver to the original purchaser or original end-user, free of charge, sufficient material of same or similar quality to replace the defective product, provided that if a warranty claim is made within one year after installation and if the warranty claim is not based on visual defects that could have been seen before the installation, Forbo will also assume reasonable installation costs of the replacement product. No labor cost will be covered on claims made later than one (1) year after date of original installation. Subject to the foregoing exception, FORBO SHALL HAVE NO OBLIGATION TO REMOVE ANY DEFECTIVE PRODUCT OR TO INSTALL ANY REPLACEMENT PRODUCT FOR ANY COSTS OF REMOVAL OR INSTALLATION, WHICH SHALL BE THE SOLE RESPONSIBILITY OF PURCHASER OR END-USER. Replacement will be provided only after Forbo's inspection of the product and its agreement to the defective condition. Forbo and its representatives must be permitted reasonable access to facilities for the inspection and testing of the product. All claims for defect shall be deemed waived unless made in writing delivered to Forbo or your Forbo Distributor during the warranty period and not later than thirty days after discovery of the defect. Purchaser and end-user have the sole responsibility to properly install and maintain the products. Forbo shall have no obligation to replace any product which has been subjected to misuse, neglect, accident or abuse, or which has not been installed or maintained in accordance with Forbo's written instructions, or which has been exposed to undue wear and tear, excessive moisture, alkali or acids. In addition to the foregoing limitations, Forbo's limited replacement warranty shall not cover surface stains including asphalt, driveway sealer, and carpet dye, dissatisfaction due to improper maintenance or installation, damage from improper maintenance or usage or general misuse including, without limitation, burns, cuts, tears, scratches, scuffs, indentation damage from high heels, rolling loads, improperly casted chairs, failure to use recommended floor protectors and the like, damage or discoloration from adhesives and floor care products not recommended by Forbo, extended direct exposure to sunlight, moisture, alkaline, hydrostatic pressure damage from the subfloor, mold or mildew, installation of sheet or tile flooring over gypsum cement underlayments or lightweight aggregate concrete, or difference in color between samples or photographs and the actual flooring. THE CORRECTION OF SUCH DEFECTS BY REPLACEMENT IN THE MANNER SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER AND FULFILLMENT OF ALL THE OBLIGATIONS OF FORBO WITH RESPECT TO THE LIMITED WARRANTY GIVEN HEREIN. This exclusive and limited remedy shall not fail of its essential purpose by reason of timeliness, causes beyond Forbo's reasonable control or the general concerns of purchaser or end-user.

Limitation of Liability. Forbo's total, complete and exclusive liability hereunder shall be limited to replacement of defective product as provided herein and shall not exceed the value of the defective product furnished. Purchaser and end-user waive all other remedies, warranties and liabilities of any kind, express or implied, whether arising by operation of law or otherwise. FORBO SHALL NOT BE LIABLE FOR LOSS OF PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES UNDER THIS LIMITED WARRANTY OR FROM ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Forbo shall be entitled to legal fees, costs and expenses in defending and enforcing this clause against purchaser, end-user and others.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

If you experience any problem with Forbo floor covering, please contact the contractor who installed the flooring to help identify whether the problem is related to manufacturing, installation or maintenance. Retain all information and documents until the problem is resolved.

If the problem is manufacturing related and you are not satisfied with the contractor's response, please notify in writing Forbo's Support Services and explain the problem thoroughly:

Forbo Linoleum Support Services  
Humboldt Industrial Park, Maplewood Drive  
P.O. Box 667  
Hazleton, Pennsylvania 18201  
(570) 459-0771

After Forbo is so notified, Forbo reserves the right to have an authorized Forbo representative inspect and verify the defect to determine whether replacement will be provided under the terms of this limited warranty. If Forbo disagrees with the claim, Forbo reserves the right to submit the matter to arbitration by a qualified disinterested third party.

This limited warranty may not be extended, altered or waived except in writing signed by any authorized officer of Forbo. Any action for breach hereunder must be commenced within one year after the cause of action has accrued. The limitation of remedies and limitation of liabilities under this limited warranty shall extend and apply to Forbo Linoleum, Inc. and its affiliated companies. All claims for warranty coverage under this limited warranty shall be made solely to Forbo Linoleum, Inc. in accordance with the terms of this limited warranty. This limited warranty shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws.

creating better environments

## FORBO T 940 ADHESIVE TECHNICAL DATA

### RECOMMENDED FOR USE WITH:

- Marmoleum® Modular, Marmoleum® Composition Tile (MCT)
- Allura
- Flotex® Tile and Allura Flex (permanent applications)
- Colorex® SD/EC Tile (non-ESD applications)

### SPECIFICATIONS:

- FloorScore Certified by SCS Global Services
- Acrylic Polymer
- Non-flammable; 100% Solvent free
- Storage: Freeze-thaw stable: 1 cycle at 20° F (-6° C). If the pail is opened and found to be frozen, let it set closed and undisturbed at room temperature until thawed. **DO NOT** try to mix frozen adhesive.
- Shelf life: 2 years in unopened container
- Appearance and Odor: White paste with little or no odor
- VOC Emissions: 0 grams per liter (calculated per CA South Coast Rule 1168)
- Spread Rate: Approximately 125 square feet per gallon
- Available in one and four gallon units



### SUBSTRATE & TESTING REQUIREMENTS:

- Forbo T 940 can be used on all grade levels of concrete, approved suspended wood floors and approved existing resilient floors. All concrete substrates must be prepared in strict accordance with the conditions set forth in the latest version of ASTM F 710. The substrate must be dry, clean, smooth, and structurally sound.
- The concrete porosity should be determined by testing in strict accordance with the latest version of ASTM F 3191. Water should penetrate into the slab within 5 – 20 minutes to be considered acceptable. If water penetrates too rapidly or too slowly, adjustments to the concrete surface must be made to provide the proper surface profile. Concrete slabs determined to be overly porous, dusty or generally insufficient may need to be primed using a primer according to the manufacturer's recommendations to regulate the porosity level of the slab and to meet the porosity conditions noted above.
- The surface pH of the concrete must not exceed a pH of 10.0. Concrete surfaces with pH readings less than 7.0 or above 10.0 will require remediation prior to installation.
- The internal relative humidity must not exceed 75% as determined by testing conducted in strict accordance with the latest version of ASTM F 2170.
- The moisture vapor emission rate must not exceed 5.0 lbs. per 1,000 square feet in 24 hours as determined by testing conducted in strict accordance with the latest version of ASTM F 1869.
- Conduct adhesive mat bond testing before beginning the installation. Bond testing will aid in identifying both the working characteristics of the adhesive, such as the appropriate open and working times for the site conditions, and also any potential bonding problems to the substrate.

### INSTALLATION RECOMMENDATIONS:

1. Areas to receive material should be clean, fully enclosed and weather tight. The permanent HVAC should be fully operational and controlled and set at a minimum temperature 65° F (18.3° C). If this is not possible, the areas should be acclimated and controlled by means of temporary HVAC to the service level conditions expected during occupancy. The temperature and humidity should range from 75° F ± 10° F (23.9° C ± 5.5° C) with a 50% ± 10% ambient relative humidity. These conditions **MUST** be established at least seven days prior to beginning the installation, maintained during the installation, and continued for at least seven days following the installation.
2. The substrate must be free of all foreign materials including, but not limited to, dust, solvent, paint, wax, oil, grease, residual adhesive, adhesive removers, film-forming curing compounds, silicate penetrating curing compounds, sealing, hardening, or parting compounds, alkaline salts, excessive carbonation or laitance, mold, mildew, and other foreign materials that might affect the rate of moisture dissipation from the concrete, the adhesion of resilient flooring to the concrete or cause a discoloration of the flooring from below.
3. Before beginning the installation, all testing requirements should be conducted: concrete porosity, pH, internal relative humidity, moisture vapor emissions and bond testing. Refer to the Substrate Evaluation & Preparation section of the Forbo Installation Guide for additional information.

## FORBO T 940 ADHESIVE TECHNICAL DATA

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4. Trowel recommendation: 1/16" x 1/16" x 1/16" square notch trowel. Replace the trowel when proper coverage is no longer attainable.
5. The open time and working time of adhesives will vary depending on site conditions such as ambient temperature and humidity, the porosity of the substrate and air circulation. A general indication of proper open time is when a light touch produces transfer of adhesive to the finger, but a firm touch will flatten and "smear" the adhesive.
6. A short open time will be necessary. The flooring material must remain in contact with the adhesive while the adhesive is drying and curing. Proper placement and rolling will result in a complete "explosion" of the trowel ridges, creating a continuous flat film of adhesive on the substrate and on the material backing, with no trace of trowel marks or ridges. When dry, complete transfer of the tile backing will appear in the surface of the adhesive with no visible trowel marks.
7. Check for adhesive transfer frequently; there must be a **100% wet transfer** of adhesive to the material backing in order to achieve a secure bond.
8. Immediately roll the flooring in all directions using a 100 pound roller to ensure proper adhesive transfer. Additional rolling is required during adhesive setup to ensure that the material is flat and fully adhered.
9. Remove fresh adhesive residue immediately with a clean white cloth. Dried adhesive can be removed with a clean white cloth and a properly diluted solution of neutral pH cleaner or with Forbo Adhesive Remover. The area must then be rinsed with clean, cool water to remove all residue from the floor. Refer to the Forbo Commercial Floor Care Guide for further information.
10. Keep the lid on the pail when not in use.
11. Do not allow heavy traffic or rolling loads for a minimum of 72 hours following the installation. Additional time may be necessary if the installation is over a non-porous substrate.
12. In order to allow the adhesive to dry and cure properly, wait a minimum of five days following the installation before conducting wet cleaning procedures or initial maintenance. Additional time may be necessary if the installation is over a non-porous substrate.

For additional information, Forbo's Installation and Floor Care Guidelines are available for download at [www.forboflooringNA.com](http://www.forboflooringNA.com), or contact Forbo's Product Support & Education Services at 1-800-842-7839.



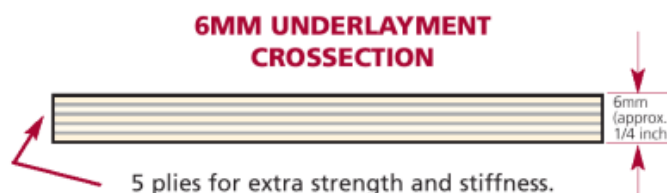
#### **4. Halex Product Data**





## Plywood Underlayment: Halex Plywood Underlayment

### Halex 6mm Plywood Underlayment



### Halex 6mm Plywood Underlayment Features

- Sanded, Solid Surface Requires Less Preparation
- Exterior Phenolic Glue
- 5 Ply Construction Provides Firmer Support than 3 Ply Plywood
- Available with Printed Nailing Pattern
- LIFETIME Warranty

### Halex 6mm Plywood Underlayment Specifications

<b>Wood Species:</b>	Baltic Birch (also known as Arctic Birch).
<b>Construction:</b>	Solid Plugged and Sanded Face. Solid Filled and Sanded Back. Solid Core 5 ply.
<b>Glue Line:</b>	Exterior Grade Phenolic Glue, Passes Boil Test.
<b>Squareness:</b>	All Adjoining Sides will be Perpendicular within $\pm 1/32$ inch.
<b>Thickness:</b>	6mm: approx. 1/4 inch.

### Description

Halex 6mm plywood underlayment is designed for use under vinyl floors, vinyl composition tile, and for general uses where 1/4 inch plywood is an approved floor underlayment. Its unique 5 ply birch construction gives Halex floor underlayment a significant advantage over more traditional 3 ply floor underlayments in strength, hardness, and durability. Exterior grade phenolic glue provides added insurance against water damage from floor cleaning and occasional flooding caused by plumbing or appliance failures.

Birch is a hard, relatively knot-free wood grown in Northern European forests that is well suited for use as a flooring underlayment. It has 100 percent more indentation resistance than poplar and luaun plywoods and is therefore more resistant to crushing from high-heeled shoes, table and chair legs, and moving appliances. Additionally, the hardness and smoothness of each birch underlayment panel requires less preparation time during installation than other types of plywood.

Halex 6mm floor underlayment is available in three convenient sizes: 4x4, 4x5, and 4x8. The 4x4 size is perfect for bathrooms and other small jobs because it creates less waste than the 4x8 size and is an easy size for storage and transportation. The 4x5 size is ideal for all jobs, both large and small. It causes less waste than 4x8 panels, yet creates 20% fewer seams than a 4x4 panel, while maintaining its easy storage and transportation. The largest of the sizes, the 4x8 panel, is perfect for large jobs, where the fewest possible seams are desired.

Whatever the size, all Halex floor underlayments are available with or without a printed nailing pattern and come with a LIFETIME warranty against staining and manufacturing defects such as core voids, delamination, and out-of-squareness.

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## **5. Mannington Product Data, Maintenance & Warranty**

## Product Specifications

# BIOSPEC MD

**MANNINGTON**  
COMMERCIAL<sub>®</sub>

### PHYSICAL CONSTRUCTION

Construction	Homogeneous Sheet Flooring (Non-Phthalate Construction)
Antimicrobial	mCare <sup>®</sup> by Mannington
Wear Layer	Quantum Guard <sup>®</sup> HP Urethane Aluminum Oxide Topcoat Cured by UV Process
Size	6' (1.83m)
Wearlayer Thickness	.080 inches (2.03 mm)
Overall Thickness	.080 inches (2.03 mm)
Average Weight	6.5 lbs/yd <sup>2</sup> (3.53 Kg/m <sup>2</sup> ) (Packing weight includes interleaf of .04 lbs/sqyd)
Roll (Min. – Max.)	30 - 68 sq. yds. (25.1 – 56.9 sq. m.)
Pattern Repeat	Random Repeat, Reverse Sheet for Seaming
Static Load Limit	750 psi

### ENVIRONMENTAL

Recycled Content: 5% Post-Consumer Recycled Content  
3<sup>rd</sup> Party Certified Industry-wide Type III EPD  
FloorScore Indoor Air Quality – CDPH Standard Method v1.1-2010  
NSF / ANSI-332 Certification: Gold  
Manufacture Location: Salem, NJ USA  
ISO 14001 and 9001 Registered Manufacturing Facility

### TESTING

ASTM Specification (F-1913)	Exceeds
HUD/FHA Requirements	Exceeds
Electrical Resistance, EN1815	≤ 2 kv
Flooring Radiant Panel Test (ASTM-E-648)	≥ .45 watts/cm <sup>2</sup> , Passes (Class I)
N.B.S. Smoke Chamber Test (ASTM-E-662)	<450 - Passes
Static Coefficient of Friction	Meets ADA Guidelines

### WARRANTIES

Limited Five Year Commercial Warranty / Limited Five Year Quantum Guard<sup>®</sup> HP Wear Warranty

### INSTALLATION

Installation Adhesive, Porous Subfloor	V-82 / Full Spread *
Installation Adhesive, Porous and Non-porous Substrates	V-88 /Transitional Pressure Sensitive/ Full Spread **
Installation Adhesive, Non-Porous Subfloor	V-95 / Full Spread *
	(Must use V-95 under OR tables, hospital beds and heavy rolling loads)
Installation In Areas With Topical Moisture	V-95 Adhesive must be used, seams must be properly sealed, and perimeter / edges must be protected or covered up the wall
Spray Adhesive	XpressStep for Sheet Vinyl**
Chemical Seam Sealer	MCS-42 with VST-96 Applicator Kit
Heat Weld Seaming	Mannington Commercial Solid or Camouflaged Weld Rods

- Quantum Guard<sup>®</sup> HP is a low maintenance floor providing superior appearance retention, cleanability, durability and slip retardance. Quantum Guard<sup>®</sup> HP can eliminate the need for polish over an extended period of time depending upon the amount of commercial traffic.
- While not rated for ramps the Quantum Guard<sup>®</sup> HP finish provides an enhanced level of traction and protection against slip compared to standard resilient floors.
- BioSpec MD is not recommended in commercial areas that require static dissipation.
- BioSpec MD is not recommended in commercial areas where the surface temperature over radiant heated substrate exceeds 85° F.
- Dirt, wetness, finish selection and maintenance schedule may cause significant variation in actual performance.
- Specifications are based on averages from normal manufacturing tolerances. Such variations do not affect product performance.
- This product is intended solely for use as an indoor floor covering and is not recommended or sold for any other purpose.
- Use entryway systems outside each entrance to prevent dirt, sand, grit and other substances from being tracked onto floor.

\*Verify substrate (concrete) is dry per ASTM F-1869 3 lbs. maximum MVTR or ASTM F-2170 75% maximum relative humidity.

\*\*Verify substrate (concrete) is dry per ASTM F-1869 8 lbs. maximum MVTR or ASTM F-2170 90% maximum relative humidity.

# Choices That Work

800 241 2262 manningtoncommercial.com

**OVERVIEW**

Quantum Guard® HP ("QGHP") is Mannington's patented high performance urethane wearlayer with aluminum oxide particles, cured by a UV (ultra violet) process. Through this proprietary technology, Mannington is able to offer, low maintenance floor solutions that provide superior appearance retention, cleanability, and durability, and does not require the use of polish or wax.

The following products incorporate QGHP: Insight® Plus, BioSpec® MD, Fine Fields, Mannington Assurance II®, Assurance Squared, Nature's Paths®, Nature's Paths® LockSolid, Nature's Path® Select, Primus®, Relay® RE, Realities® and Vivendi™ Collection, Paradigm Collection, and the maintenance instructions below should be followed for these products.

**Note:** For Mannington **Commercial Hardwood** please reference maintenance instructions related to commercial wood products.

**INITIAL  
MAINTENANCE  
FOR A NEWLY  
INSTALLED FLOOR**

Proper cleaning is an essential part of keeping your floor attractive and these guidelines will help extend the appearance and life of your Mannington Commercial flooring product(s).

1. Allow the floor to bond to the underlayment/subfloor for at least 48 hours prior to cleaning the floor.
2. When moving furniture, etc into a room protect floor with appropriate runner boards and moving dollies.
3. Sweep or vacuum thoroughly.
4. Remove any marks on the floor's surface. Residual adhesive can be removed using a clean white cloth dampened with mineral spirits.
5. Damp mop the floor as required, using a neutral cleaner. Follow container instructions for proper dilution ratio.

**NO POLISH,  
NO BUFFING  
MAINTENANCE  
OPTION**

**Routine maintenance options for applications with normal commercial traffic include:**

1. Dry sweep or dust mop the floor to remove the loose debris and grit.

**Note:** Using entryway systems / walk-off mats (non-staining types) at entrances to buildings prevent dirt, sand, grit and other substances from being tracked onto the floor and can reduce subsequent maintenance requirements.

2. Damp mop or utilize an auto scrubber with a properly diluted neutral cleaner on a regular basis in order to maintain an attractive floor appearance.
3. Areas that have an oily residue use a diluted degreaser then rinse water to prevent resoil.
4. Based on traffic volume, visual appearance, and as apart of a routine maintenance program, clean with a higher strength cleaner (not stripper) using an auto-scrubber or scrubbing machine with a general purpose (soft to medium) brush ie. 3M #53 or Tennant Equivalent to prevent accumulation of stubborn oil, sticky substances, etc.

**Note:** Use of either a brush or synthetic pads work well for cleaning flat surfaces or products with more shallow and rounded embossing. For products with fine texture and / or deeper embossing, use of a brush can at times provide more effective cleaning. Be sure to rinse and allow floor to dry.

**Note:** Wet floors can be slippery. Wet floor signs should be conspicuous when wet maintenance is being performed.

**Alternative maintenance options may include the use of polish, finish, wax or spray buffing. Polish is optional with Mannington Commercial products that incorporate QGHP. Alternate maintenance options may include:**

**POLISH OPTION:**

1. When utilizing a polish on a newly installed Mannington Commercial flooring products with QGHP, it is required to thoroughly clean the floor with a "strong or deep cleaner" (not stripper) using an **auto-scrubber** or slow speed scrubbing machine using a green or blue pad or soft bristle brush. Rinse and allow the floor to dry before applying polish.
2. Apply five coats of commercial acrylic polish, making sure there is adequate dry time between coats.
3. Follow routine maintenance procedures. See above.

**TIP:** If planning to use a polish contact the polish manufacturer for recommendations regarding maintenance materials that best match your equipment, type and amount of traffic, desired gloss level and cleaning schedule.

**SPRAY BUFF OPTION:**

Spray buffing and high speed buffing or burnishing with machines operating at greater than 1500 rpm in order to restore gloss is not normally required for Mannington Commercial products with QGHP. If utilizing spray buffing or high speed burnishing make sure there is an adequate foundation of polish.

**Note:** Cleaning and maintenance frequency varies based on specific traffic volume and area of use. Use of entryway systems/walk-off mats, combined with daily sweeping and a reasonable wet cleaning frequency will help minimize more extensive maintenance steps.

**Note:** Areas that receive an excessive amount of traffic or heavy loads such as direct entryways, ER's, or common areas may require alternative maintenance options for optimal appearance.

**ALTERNATIVE  
MAINTENANCE  
OPTIONS**

## LIMITED 5 YEAR COMMERCIAL WARRANTY

The Mannington Commercial inlaid resilient sheet flooring products including **BioSpec® MD**, **Lifelines II®**, and **Mannington Assurance II®** are backed by a Limited 5-Year Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial products inlaid **BioSpec® MD**, **Lifelines II®**, and **Mannington Assurance II®** that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor, pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase.

## EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the Quantum Guard HP wearlayer and will void the warranty.
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website [manningtoncommercial.com](http://manningtoncommercial.com).
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

**Note:** If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

**Note:** BioSpec MD, LifeLines II and Mannington Assurance II carry a Limited 5-Year Quantum Guard HP Wear Warranty. Please reference website [manningtoncommercial.com](http://manningtoncommercial.com) for specific warranty details.

## Specification

## Mannington Commercial V-82 Adhesive Specification

### DESCRIPTION

Mannington Commercial V-82 is nonflammable, solvent-free, light colored acrylic adhesive that provides good moisture and alkali resistance and a strong bond for Mannington Commercial luxury vinyl plank and tile, homogeneous and heterogeneous vinyl-backed products.

### FEATURES

- Easy application
- VOC compliant / low odor / solvent free
- Moisture and alkali resistant
- Non-flammable
- Readily identifiable Mylar chips
- Contains fungicide protection
- Complies with SCAQMD Rule 1168
- Meets Green Label Plus Certification

### SURFACE PREPARATION

Make sure the underfloor is clean and free of all foreign matter such as dirt, paint, oil, wax, etc. It must be smooth and level. Sand off any high spots and fill low spots, cracks, holes, etc., with the appropriate high-quality patching compound. The building must have permanent heat / air. Maintain the adhesive, floor covering, and job site at a minimum of 65°F for at least 48 hours before, during, and after the installation.

Moisture testing must be done utilizing either ASTM F1869 (Calcium Chloride) or ASTM F2170 (%RH) prior to the floor covering being installed. The maximum moisture level for calcium chloride is 3 lbs and 75% RH. Alkalinity tests must also be performed. pH must not be greater than 9.

V-82 must not be used on concrete slabs that do not have a vapor retardant membrane properly placed or where hydrostatic pressure or sources of moisture intrusion exist.

### INSTALLATION

V-82 adhesive should be applied with a trowel having notches 1/16 wide, 1/32 deep, and spaced 1/32 apart (U-notch). The adhesive must be spread over 100% of the exposed subfloor, leaving no gaps or puddles. Uniform coverage can be maintained by keeping the trowel clean and properly notched. Provided adhesive open time but do not allow the adhesive to "skin over" before laying the floor covering into the adhesive. V-82 has a 30-minute working time after spread.

After the adhesive has been applied, roll the sheet forward into the adhesive to eliminate trapping air. Do not drop or flop the material into the adhesive. Roll the floor covering with a three-section 150 lb roller in both directions.

CAUTION: All nonporous substrates must be rendered porous by applying an overlay of cementitious product before applying V-82.

### COVERAGE

1/16 x 1/32 x 1/32-inch U-notched trowel  
Coverage is approximately 150–200 ft<sup>2</sup>/gal

Crafted with Purpose.

**Mannington**  
COMMERCIAL

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Specification

**FINISHING**

Clean fresh adhesive smears with water. Remove dried adhesive with mineral spirits. Avoid heavy traffic on the finished floor for at least 24 hours.

**PACKAGING**

Size 1 gallon / 4 gallon

Order Code 186839 / 15784

**STORAGE**

Store in climate controlled interior location. One year shelf life on unopened containers.

**PRECAUTIONS**

Use with adequate ventilation.

Do not use where excessive moisture, alkali, or hydrostatic pressure exists.

Prevent prolonged breathing of vapor and skin contact.

Avoid contact with eyes.

Do not ingest.

KEEP OUT OF THE REACH OF CHILDREN.

**WARRANTY**

This product is manufactured according to exacting quality control standards and is warranted to be free from manufacturing defects for a period of one year. The duration of the bond will be equal to the flooring warranty period and varies per product.



## **1. Mapei Product Data**



# Ultrabond<sup>®</sup> ECO<sup>®</sup> 575

## Premium Wall-Base Adhesive



### DESCRIPTION

*Ultrabond ECO 575* is a premium wall-base adhesive specifically designed to provide superior bond and impact resistance for rubber, vinyl and carpet wall base. *Ultrabond ECO 575* also has been recently reformulated to offer even greater grab and wet strength, keeping corners wrapped tight. Its acrylic-based, light-colored formulation won't stain even the whitest wall base. In addition, *Ultrabond ECO 575* can be used to install various types of carpet in vertical/wall applications.

### FEATURES AND BENEFITS

- Fast, early grab to hold base in place
- Light color that won't stain
- Impact-resistant bond

### INDUSTRY STANDARDS AND APPROVALS

LEED (Version 3.0) Points Contribution

LEED Points

MR Credit 5, Regional Materials\* .....Up to 2 points

IEQ Credit 4.1, Low-Emitting Materials – Adhesives & Sealants .....1 point

*\* Using this MAPEI product may help contribute to LEED certification of projects in the categories shown above. Points are awarded based on contributions of all project materials.*

### WHERE TO USE

- For the installation of wall base (vinyl, rubber and carpet) and also FRP panels (fiberglass reinforced plastic)
- Interior light commercial (general office areas, small retail stores)

- Interior commercial (office buildings, restaurants, cafeterias)
- Interior heavy commercial (convention centers, airports, shopping malls, grocery stores, department stores)
- Interior institutional (hospitals, schools, universities, libraries, government buildings)

### LIMITATIONS

- Do not install over any substrates containing asbestos.
- For interior installations only
- Do not install over nonporous paints, wallpaper, vinyl wall coverings, laminates, ceramic tile, metal or similar nonporous materials.

### SUITABLE SUBSTRATES

- Gypsum wallboard with paper intact
- Water-based paint residue over gypsum wallboard
- Gypsum or cement-based wall-patching compounds that are hard, durable, well-bonded and fully cured
- Exterior-grade plywood, Group 1, CC type
- Other approved wood underlayments (per manufacturer recommendations)
- Fully cured masonry and concrete walls

Consult MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

### SURFACE PREPARATION

- All substrates must be structurally sound, dry, solid and stable.





- Substrate should be clean and free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles, old adhesive residues, and any other substance or condition that may prevent or reduce adhesion. All surfaces must be level, even, flat and smooth.
  - Masonry and concrete walls must be free of hydrostatic pressure and moisture issues. Use a quality hygrometer to check moisture/humidity levels.
  - Refer to MAPEI's "Surface Preparation Requirements" document for floor-covering installation systems at [www.mapei.com](http://www.mapei.com).
5. For working time and flash time, refer to "Application Table."
  6. Install cove base per the manufacturer's instructions.
  7. Roll the entire surface with a small roller. Always roll towards the last piece of base installed.
  8. Promptly clean any adhesive smudges from the flooring material's surface with water while the adhesive is still fresh/wet.
  9. Clean tools with water while the adhesive is still fresh/wet.
  10. Use mineral spirits once dried. Use caution with mineral spirits, which may be harmful to some materials.

## MIXING

- Ready to use, no mixing necessary

Note: Choose all appropriate safety equipment before use. Refer to the Safety Data Sheet for more information.

## PRODUCT APPLICATION

### As an Adhesive for Wall Base (rubber, vinyl and carpet)

#### Trowel Application Method

1. Read all installation instructions thoroughly before installation.
2. Select the appropriate notched trowel (see "Approximate Product Coverages" section).
3. Spread adhesive evenly over the wall surface, keeping the trowel at a 45° angle to the substrate. Or spread adhesive evenly over the back of the wall base, keeping the trowel at a 45° angle to the back of the base.
4. Install the wall base into the adhesive while it is still fresh.
5. For working time and flash time, refer to "Application Table."
6. Install cove base per the manufacturer's instructions.
7. Roll the entire surface with a small roller. Always roll towards the last piece of base installed.
8. Promptly clean any adhesive smudges from the flooring material's surface with water while the adhesive is still fresh/wet.
9. Clean tools with water while the adhesive is still fresh/wet.
10. Use mineral spirits once dried. Use caution with mineral spirits, which may be harmful to some materials.

#### Cartridge Application Method

1. Read all installation instructions thoroughly before installation.
2. *Ultrabond ECO 575* can be applied to the back of the base or directly to the wall.
3. Apply the adhesive evenly using a nozzle.
4. Install the wall base into the adhesive while it is still fresh.

#### As an Adhesive for FRP Panels

1. Read all installation instructions thoroughly before installation.
2. Select the appropriate notched trowel (see "Approximate Product Coverages" section).
3. Some product backings may require cleaning, sanding or "roughing up" to improve the mechanical bond. Perform a test bond before application.
4. Measure and pre-fit FRP panels to the wall before applying adhesive.
5. Ensure that wall surface is clean and free of dust and bond-breaking substances before applying adhesive.
6. Uncoated gypsum wallboard and other porous surfaces should be primed with a skimcoat of adhesive.
7. Spread adhesive evenly over the wall surface, keeping the trowel at a 45° angle to the substrate.
8. Depending on temperature, humidity and surface porosity, wait 5 to 20 minutes before attaching the panel to the substrate.
9. For working time and flash time, refer to "Application Table."
10. Install FRP panel per manufacturer's instructions.
11. Roll the entire surface with a heavy-duty extension hand roller to expel air and ensure proper bond. Press firmly with the roller, working from the center to the outer edges.
12. Temporary bracing may be necessary if wall panels are not straight.
13. Promptly clean any adhesive smudges from the flooring material's surface with water while the adhesive is still fresh/wet.
14. Clean tools with water while the adhesive is still fresh/wet.
15. Use mineral spirits once dried. Use caution with mineral spirits, which may be harmful to some materials.

## Product Performance Properties

Laboratory Tests	Results
Polymer type	Acrylic-based
Percent solids	45% to 65%
VOCs (Rule #1168 of California's SCAQMD)	< 40 g/L
pH	8 to 10
Trowelability	Light, easy
Density	10.8 lbs. per U.S. gal. ( $\pm 0,8$ ); 1,3 g per mL ( $\pm 0,1$ )
Consistency	Buttery
Color	Beige
Shelf life	2 years when stored in original packaging at 73°F (23°C)
Storage conditions	40°F to 100°F (4°C to 38°C)
Flash point (Tag)	> 212°F (100°C)

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

## Application Table

Application Characteristics over Porous Substrates		
	Flash <sup>†</sup>	Working Time <sup>††</sup>
Wall base (rubber, vinyl and carpet)	0	10 to 25 minutes

<sup>†</sup> Flash is the waiting time required before installing the flooring.


<sup>††</sup> Working time is the window of time for the adhesive to accept flooring.

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


## Packaging

Product Code	Size
1005015	4 U.S. gals. (15,1 L)
1005004	1 U.S. gal. (3,79 L)
1005001	28.7 U.S. oz. (849 mL)
1005002	11 U.S. oz. (325 mL)

## Approximate Product Coverages

Wall Base (Trowel Application)		
Wall Base Width	Typical Trowel	Coverage*
2-1/2"	 1/8" x 1/8" x 1/8" (3 x 3 x 3 mm)	310 to 340 linear ft. per U.S. gal. (25 to 28 linear m per L)
4"		220 to 240 linear ft. per U.S. gal. (18 to 19 linear m per L)
6"		165 to 180 linear ft. per U.S. gal. (13 to 15 linear m per L)

Wall Base (Cartridge Application)		
Wall Base Width	Cartridge Size	Coverage*
4"	11 U.S. oz. (325 mL)	18 linear ft. (5,49 linear m) per cartridge
4"	28.7 U.S. oz. (849 mL)	50 linear ft. (15,2 linear m) per cartridge

FRP Panel (Trowel Application)		
Typical Trowel		Coverage*
3/32" x 3/32" x 3/32" (2,5 x 2,5 x 2,5 mm)		50 to 70 sq. ft. per U.S. gal. (1,22 to 1,71 m² per L)

\* Trowel dimensions are depth/width/space. Coverages shown are for estimating purposes only. Actual jobsite coverages may vary according to substrate conditions, type of trowel used and setting practices.

Ultrabond  
**ECO-575**

Ultrabond  
**ECO 575**



## RELATED DOCUMENTS

Reference Guide: Surface Preparation Requirements for floor-covering installation systems	RGF0409*
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\* At [www.mapei.com](http://www.mapei.com)

Refer to the SDS for specific data related to health and safety as well as product handling.

## LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement or replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most up-to-date TDS and warranty information, please visit our website at

[www.mapei.com](http://www.mapei.com). **ANY ALTERATIONS TO THE WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TDS SHALL VOID ALL RELATED MAPEI WARRANTIES.**

Before using, the user must determine the suitability of our products for the intended use,

and the user alone assumes all risks and liability. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

We proudly support the following industry organizations:



### MAPEI Headquarters of North America

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Deerfield Beach, Florida 33442  
1-888-US-MAPEI (1-888-876-2734) /  
(954) 246-8888

### Technical Services

1-800-992-6273 (U.S. and Puerto Rico)  
1-800-361-9309 (Canada)

### Customer Service

1-800-42-MAPEI (1-800-426-2734)

### Services in Mexico

0-1-800-MX-MAPEI (0-1-800-696-2734)

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For the most current **BEST-BACKED™** product data and warranty information, visit [www.mapei.com](http://www.mapei.com).

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