



August 23, 2022

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2022 – 536 S. McAlister Avenue Flooring

Bids are due **on September 7, 2022** at the Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, IL 60087. The bids should be clearly labeled **“2022 – 536 S. McAlister Avenue Flooring”**.

A pre-bid meeting will be held at the 536 S. McAlister Avenue, Waukegan, Illinois, at 10:00 am, August 30, 2022. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

We appreciate your bidding on the enclosed item and welcome the opportunity to do business with you.

If you have any questions, please contact me at **847-360-4719** or by email at kdeboer@waukeganparks.org

Please note the Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.

Sincerely,

Kristy De Boer

Kristy De Boer

Park Planner

KDB/kdb

Enclosures: 1

WAUKEGAN PARK DISTRICT

BID DOCUMENTS/PROJECT MANUAL: 2022 – 536 S. MCALISTER AVENUE FLOORING

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**DATE OF ADVERTISEMENT:
AUGUST 23 & 26, 2022**

**PRE-BID MEETING:
AUGUST 30, 2022
10:00 AM
536 S. MCALISTER AVENUE, WAUKEGAN, IL 60085**

**DUE DATE & BID OPENING:
SEPTEMBER 7, 2022
10:00 AM**

**WAUKEGAN PARK DISTRICT PARK PARKS MAINTENANCE FACILITY
2211 ERNIE KRUEGER CIRCLE
WAUKEGAN, IL 60087**

**TENTATIVE DATE OF BID APPROVAL:
SEPTEMBER 13, 2022
4:30 PM**

**DELIVER/MAIL BID TO: KRISTY DE BOER
MARKED "SEALED BID: 2022 – 536 S. MCALISTER AVENUE FLOORING
WAUKEGAN PARK DISTRICT PARK PARKS MAINTENANCE FACILITY
2211 ERNIE KRUEGER CIRCLE
WAUKEGAN, IL 60087**

WAUKEGAN PARK DISTRICT

NOTICE TO BIDDERS

The Waukegan Park District, Lake County, Illinois (“Owner” or “Park District”), invites bids for the following project:

- 1. 2022 – 536 S. MCALISTER AVENUE FLOORING**
- 2. 2022 FALL/2023 SPRING TREE PLANTINGS**

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice(for flooring bid) are available electronically at <https://www.waukeganparks.org/business/> or by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at lsalinas@waukeganparks.org.

A **pre-bid meeting** will be held at **536 S. McAlister Avenue**, Waukegan, Illinois, at **10:00 a.m. on August 30, 2022 for the 2022 – 536 S. MCALISTER AVENUE FLOORING. No pre-bid will be held for the 2022 FALL/2023 SPRING TREE PLANTINGS.** This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

Each bid shall be placed in a sealed envelope and clearly marked **“SEALED BID: Waukegan Park District, 2022 – 536 S. MCALISTER AVENUE FLOORING” OR “2022 FALL/2023 SPRING TREE PLANTINGS”**. The envelope shall be addressed and delivered to and received by the Park District at the following location: **Waukegan Park District Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087.** No responsibility shall be attached to any person for premature opening of a bid not properly identified.

Bids shall be received until 10:00 AM on WEDNESDAY, SEPTEMBER 7, 2022. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.

The Waukegan Park District reserves the right to waive technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder’s responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project.

No bid may be withdrawn, and all bids shall remain firm for sixty (60) days after the bid opening.

The Work of the 536 S. McAlister Flooring Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. State

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law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender. Therefore, the Park District is unable to give preference to competitively bid projects, but does encourage submission from local, women, and minority bidders.

All bids must be accompanied by cashier's check or bid bond payable to the order of the Waukegan Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

By Order of the Board of Park Commissioners of the
Waukegan Park District

Jay Lerner, Executive Director

Waukegan Park District (847) 360-4725

PUBLISHED DATE: AUGUST 23, 2022

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SECTION 1: INSTRUCTIONS TO BIDDERS

1.01 GENERAL

The following instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contracts, and to such other matters.

1.02 PREPARATION AND SUBMISSION OF BIDS

Each bid must be placed in an opaque-sealed envelope and clearly marked "**SEALED BID: 2022 – 536 S. MCALISTER AVENUE FLOORING,**" and addressed and delivered to and received by the Park District at the following location: **Waukegan Park District Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087.** Bids shall be received until **10:00 AM on SEPTEMBER 7, 2022.** Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at lsalinas@waukeganparks.org.** Office hours are Monday-Friday, 7:00 a.m. - 3:30 p.m. Any questions related to the bidding requirements shall be directed to KRISTY DE BOER, **PROJECT MANAGER, AT 847-360-4719 OR BY EMAIL AT KDEBOER@WAUKEGANPARKS.ORG.**

A Pre-bid Meeting will be held at **536 S. MCALISTER AVENUE, Waukegan, Illinois, at 10:00 AM on AUGUST 30, 2022.** This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents may be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

As part of the attached Bid Proposal Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided may result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

1.03 REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, **list all construction projects your organization has in progress**, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

On a separate sheet, (see Project List page) list all construction projects your organization has completed in the past three years, which are comparable in scope, giving the name of the project, project description, client and telephone number, architect and telephone number. Also provide the original contract amount, the final contract amount, the final completion date provided for in the contract and the actual date of final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of final completion differ substantially from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

On a separate sheet, **list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years**, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, **provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder**, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, **provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions**, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the Architect and, if applicable also the Construction Manager or Owner's representative.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents may be the basis for immediate rejection of that Bidder's bid.**

1.04 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

The Bidder shall visit the site(s) of the proposed Work and become fully acquainted with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary to fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. The Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the Specifications. Any conflicts or discrepancies found between or among the Bid Documents including but not limited to the Drawings and Specifications and the site conditions, or any errors, omissions, or ambiguities contained in the documents shall be immediately reported to the Park District and the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager.] and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or carefully examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has carefully examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be a cause to alter the original Contract or to request additional compensation.

1.05 ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Park District reserves the right to: (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements as determined by the Park District .

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefor by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Park District's Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality in the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

1.06 SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Park District's Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond,

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Labor and Material/Payment Bond and a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the Work presented by the Park District..

Prior to commencing Work, the successful Bidder shall furnish a **Performance Bond**, and Labor and Material/Payment Bond in the amount of **110% of the Contract Sum**, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. **The cost of each bond shall be included in the Contract Sum.** The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee performance by the Contractor of all of its obligations indicated by the Contract Documents including but not limited to strict compliance with the Prevailing Wage Act.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Park District need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount of the Contract awarded to the defaulting Bidder and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

1.07 WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

1.08 ACCEPTANCE AND CONTRACT

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

1.09 INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If a Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Architect/Owner and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

1.10 ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail, email or fax to each Plan holder. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

1.11 SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its sole judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

1.12 COMMENCEMENT AND COMPLETION DATES

Commencement Date: The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about **SEPTEMBER 13, 2022**, with a notice to proceed to be issued shortly thereafter, subject to the Contractor providing the required bonds, evidence of insurance and other required submissions.

Substantial Completion Date: NOVEMBER 23, 2022

Final Completion: NOVEMBER 30, 2022

By submission of its bid, the Bidder the Bidder acknowledges, agrees, represents, declares and warrants that it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.

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SECTION 2: GENERAL CONDITIONS

The General Conditions are the General Conditions of the Contract for Construction, AIA Document AIA A107 (the "General Conditions") OR other Agreement, as modified by the Park District and included in these Bid Documents.

SECTION 3: SUPPLEMENTARY CONDITIONS

The "General Conditions of the Contract, AIA Document A107", (the "General Conditions") OR other Agreement, as modified by Owner, are hereby amended to include the following:

3.01 SCOPE OF WORK

- A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the **2022 – 536 S. MCALISTER AVENUE FLOORING**, shall be furnished and/or installed without extra cost to the Owner.

3.02 CONTRACT DOCUMENTS

- A. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

3.03 APPLICABLE LAWS

- A. The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the Work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of said ordinances and rules and regulations are hereby made a part of these Specifications.

PREVAILING WAGE ACT: Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act") as required by the Illinois Department of Labor. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages (hourly cash plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

CERTIFICATIONS: The Bidder shall complete the Contractor Compliance and Certifications Attachment and the Substance Abuse Prevention Program Certification. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in

compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner's property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

3.04 SUBCONTRACTING

- A. The Contractor may utilize the services of qualified Subcontractors on those parts of the work which, under normal contracting practices, are performed by Subcontractors specializing in the particular class of work. The Contractor is encouraged to utilize local, women, and minority-owned Subcontractors, when reasonable.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

3.05 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY

- A. The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract, a complete statement of the origin, composition, manufacturer and proposed sources of supply of all materials or equipment required for use in this Work, whether supplied by himself or by any approved Subcontractor. The Contractor shall submit detailed information, literature, plans and such other data required to permit an analysis of the proposed equipment and materials.

3.06 INSPECTION AND TESTING

- A. All materials and workmanship if not otherwise stipulated, shall be subject to inspection, examination and test by authorized representatives of the Owner at all times, before, during or after the preparation, during the progress of the Work, or after the Work is completed.

3.07 TITLE OF MATERIALS

- A. The Contractor or Subcontractor shall not furnish any materials for the work that are subject to a chattel mortgage or subject to conditions or interest retained by the seller. The materials or equipment must be free of all encumbrances.

3.08 PATENTS, ROYALTIES AND LICENSES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

3.09 PERMITS, LICENSES AND CERTIFICATES

- A. **The Contractor shall procure the building permit for this Project from the City of Waukegan.** Owner shall either pay the City of Waukegan directly or reimburse Contractor for all required building permits. Reimbursement shall be for exact cost paid by Contractor. No markup shall be paid for permits. The Contractor shall supply all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters or such other like bodies, as the Specifications may require directly or indirectly. **The Contractor shall file a contractor's registration application with associated fees, licenses, permit bonds, and insurance certificate with the City of Waukegan Building and Code Enforcement Department (1-847-625-6868).** Contractor registration fees are the responsibility of the Contractor and Subcontractors.

3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

- A. The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. He shall make no assignment of this Contract without the written consent of the Owner. He shall give his personal supervision to the faithful prosecution of the Work; he shall keep it under his own control; and he shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract and to supply materials, tools, equipment, and labor without delay.

3.11 WEATHER CONDITIONS

- A. If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and materials under this Contract against damage or injury from the weather. If, in the opinion of the Owner, damage results to either the Work or materials by reason of failure on the part of the Contractor to protect his Work, such materials or Work will be removed and replaced by and at the expense of the Contractor.

3.12 NO CHARGE FOR DELAY

- A. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work.

3.13 COMPLETION DATE AND QUALIFICATION

- A. The Work to be performed under this Contract must be **Substantially Completed by NOVEMBER 23, 2022 with Final Completion by NOVEMBER 30, 2022.**

1. The Date of Substantial Completion shall mean when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the entire Work for use for which it is intended.
- B. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the Work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the Work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with any excess cost when the delay in completion of the Work is due to:

Any order duly issued by the government (city, county, state or federal);

Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, severe weather, strikes, acts of the Owner, or acts of another Contractor in the performance of a contract with the Owner (except as provided in paragraph VIII above).

Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

As otherwise provided for in the General Conditions

3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Insurance
 1. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at the Park District's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Continuing Completed Operations Liability Insurance (Only applies if project carries a Guarantee)

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrellas coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

4. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to the Park District under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

5. General Insurance Provisions

A. Evidence of Insurance

Prior to beginning work, Contractor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and

WAUKEGAN PARK DISTRICT

such other evidence of insurance as shall be requested by the Park District, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Park District whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

B. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

B. Indemnification

1. To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, costs and economic damages, arising out of, resulting from, or in any way connected with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The duty to defend herein is separate and distinct from the duty to indemnify and hold harmless, and shall be separately enforceable as such. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Owner described in this Agreement.

2. The indemnification obligation under this Paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and the Contractor and all subcontractors hereby waive any limitations of liability defense based upon such acts, to the fullest extent permitted by law.

3. "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees, expenses and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

4. The obligations of the Contractor to indemnify and hold harmless Owner, Architect, their agents, consultants and employees under this Agreement shall not extend to the liability of the Owner and the Architect, their agents, consultants or employees arising out of their own negligence.

3.15 CONTRACTOR PAYMENTS

A. Payment will be made in full upon completion of the Project with Owner's final acceptance. **No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.** The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the *Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.*

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Park District from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Park District relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance and payment bonds.

Failure to adhere to the approved progress schedule as specified in the Contract Documents, cooperate with other Contractors, and/or generally hinder the construction progress as determined by the Owner shall be

grounds for withholding payments. Failure to supply waivers of lien, and any other supporting documentation as required by Owner, with each request will be considered grounds for withholding partial payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

The Owner may withhold from the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to pay just claims for labor and services rendered and materials furnished in or about the Work. The Owner shall have the right, acting as agent for the Contractor, to apply such retained amounts to the payment of such just claims.

3.16 WORK PERFORMANCE

- A. The Contractor shall coordinate his Work with all adjacent Work and shall coordinate with all other trades so as to facilitate the general progress of the Work. He shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material.
- B. Whenever, in the opinion of the Owner, the Contractor prosecutes or fails to prosecute his Work in such a manner as to hinder or delay the completion of the Work, the Owner may, after five (5) days' written notice to the Contractor order the Contractor to stop the Work, and carry out such Work as is necessary to be done by another Contractor or Contractors not necessarily holding a Contract for such Work on the Project, and in such event may charge the Contractor for such Work as may be performed. Nothing in this paragraph shall be deemed to be a waiver of any other remedies which may be available to the Owner in the event of a default surrender.

3.17 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and all other persons who may be affected thereby;
 - 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

3.18 UNDERGROUND UTILITIES

- A. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures. The Contractor will locate and stake all underground structures in the field to include all cable and conduit, gas lines, water lines, and drainage lines. All underground utilities so marked which are disturbed or damaged by the Contractor's operation shall be repaired by competent and qualified specialists at the Contractor's expense. Such repairs shall be made under the direction of the Owner. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures.

3.19 PAYMENTS TO MATERIALMAN, ETC.

- A. It is hereby expressly understood and agreed that the said Contractor shall furnish satisfactory evidence, when called for, that all persons who have done work or furnished materials in connection with the performance of the Contract, have been fully paid; otherwise the Owner shall have right to pay all such claims in full, out of any money that may be due to the Contractor under this agreement.

3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increase expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
- B. The amount of compensations to be paid to the Contractor for any changes or alterations, as so ordered, shall be determined:
 - 1. By a lump sum mutually agreed upon by the Owner and the Contractor; or,
 - 2. If the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the materials and of the wages applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 10% or 15% as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workman's Compensation), materials used in temporary structures, allowances made by the Contractor to the Subcontractors, additional premiums upon the performance bond of the Contractor, and the use of small tools. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes) a written change order shall be prepared by Contractor. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in either the cost of the contract by \$10,000 or more, or the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of the Executive Director (Secretary of the Board) of the Waukegan Park District, after approval from the Board of Park Commissioners, including a written determination that:

the circumstances necessitating the change were not reasonably foreseeable at the time the Contract was signed; or

the change is germane to the original Contract as signed; or

the change order is in the best interest of the Owner and is authorized by law.

3.21 CLAIMS OF EXTRA COMPENSATION

- A. All claims for extra compensation over and above the amount agreed upon in the contract on account of any alterations or changes, or for any extra work, shall be filed, in writing, with the Owner by the Contractor, having attached thereto a copy of the original order for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work. The Contractor, before starting work on said alterations or changes or extra work, shall notify the Owner, in writing, of his intentions to file such claims in order that a proper record of such work may be kept by the Owner. Should the Contractor fail to notify the Owner in advance, as required, or to submit his claim within thirty (30) days, as required, it will be taken as conclusive that no claim exists.

3.22 USE OF PREMISES AND REMOVAL OF DEBRIS

- A. The Contractor expressly undertakes at his own expense:
1. To take every precaution against injuries to person or damages to property;
 2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of any other Contractors;
 3. To place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
 4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end, that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance;
 5. Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

3.23 GUARANTEE

- A. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of one year from the date of final acceptance. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

The successful Bidder(s) must present the Park District with two (2) copies of any manufacturer’s warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District.

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

BID PROPOSAL CHECKLIST

Contractor _____

Project _____

Check box if supplied in sealed bid. See bid packet (section 1.03 and others) in bid packet for details.

Core Items in Submittal

- Bid Bond or Cashier's Check – Signed and/or Notarized
- Bid Addendum Acknowledgement (if applicable) - Completed
- Bid Proposal Form – Completed, Signed with Corporate Seal, and Notarized
- Bid Qualification Form – Completed
- 3 Year Project List - Completed
- Contractor's Compliance – Signed and Notarized
- Substance Abuse Program Certification – Signed

Additional attachments from Section 1.03

- Projects in Progress List
- Administrative and Litigation List
- Instances of Bid Rejection List
- Instances of Breach of Contract List

WAUKEGAN PARK DISTRICT

**2022 – 536 S. MCALISTER AVENUE FLOORING
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID PROPOSAL FORM

4.01 BID TO:

Waukegan Park District
(hereinafter called "Owner")
2211 Ernie Krueger Circle
Waukegan, IL 60087

4.02 BID FROM:

(hereinafter called "Bidder")

Address

City, State, Zip Code

Email Address

Contact Person

Telephone Number

Fax Number

4.03 BID FOR:

**2022 – 536 S. MCALISTER AVENUE FLOORING
WAUKEGAN, ILLINOIS**

4.04 ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of Invitation of Bids, Instructions to Bidders, the Specifications, Drawing, Conditions, Certifications, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

4.05 AGREEMENT

A. In submitting the Bid, the undersigned agrees:

1. To hold the Bid open for sixty (60) days from submittal date.
2. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
3. To enter into and execute a Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within fourteen (14) days after receiving Notice to Proceed from the Owner.
4. To accomplish the work in accordance with the Contract Documents.
5. To complete the work by the time stipulated in the Contract Documents.
6. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

WAUKEGAN PARK DISTRICT

8. The Bidder proposes to utilize the products and services of the following Subcontractors and major suppliers for the completion of the Contract. All Subcontractors shall be approved by the Owner prior to start of their Work on the Project. If no Subcontractors or major suppliers are to be used, indicate "NONE".

(1) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(2) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(3) _____ PH: ____/_____
Subcontractor/major supplier

Address

4.06 BID PRICES For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sums:

A. BASE BID PRICE (Guaranteed Maximum Price)

TOTAL (WRITTEN OUT) _____ **DOLLARS**

\$ _____

4.07 UNIT PRICE QUOTATIONS

- A. The following unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment to the Total Base Bid in the event Contract changes are required involving the items described.

<u>ITEM</u>	<u>UNIT PRICE</u>
▪ Hourly billable rate for additional work _____	\$ _____ (HOURLY)
▪ Provide and install cove base _____	\$ _____ (LF)

4.08 REJECTION AND WITHDRAWAL OF BID

- A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

4.09 TIME OF COMPLETION

- A. If awarded the Contract, the undersigned agrees to complete all Work covered by this proposal on or before **NOVEMBER 30, 2022**.

4.10 BID SECURITY

- A. Accompanying the proposal is a Bid Bond as surety in the amount of not less than ten percent (10%) of the Total Base Bid payable to Waukegan Park District, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with the Specifications and furnish Performance Bonds, Payment or Labor and Material Bonds, and Certificate of Insurance with Endorsements after notification of the award of the Contract to the undersigned.

4.11 PERFORMANCE/PAYMENT OR LABOR AND MATERIALS BOND

- A. The undersigned Bidder agrees to provide Performance, and Payment or Labor and Material Bonds executed in accordance with AIA Document AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, in the amount of **110% of the Contract Sum** (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

4.12 CONTRACT DOCUMENTS

- A. The successful Bidder may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

WAUKEGAN PARK DISTRICT

CORPORATION

The Bidder is a Corporation organized and existing under the laws of the State of _____

Print Name

Duly Authorized Officer's Signature

Title

CORPORATE SEAL (above)

PARTNERSHIP

The Bidder is a co-partnership consisting of individual partners whose full names are listed below:

Print Name

(Partner's Signature)

INDIVIDUAL

The Bidder is an individual.

Print Name

Individual's Signature

Bidder must have their signature above notarized below regardless of Bidder Type

Sworn and Subscribed to before me this _____ day of _____, 2022.

My Commission Expires _____, 20__.
Notary Public or other Officer authorized to administer oaths

WAUKEGAN PARK DISTRICT

**2022 – 536 S. MCALISTER AVENUE FLOORING
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID QUALIFICATION FORM

4.13 BIDDER QUALIFICATION

Bidder Name

Address

Telephone Number

Fax Number

Number of years in business under this name: _____

Include with this Proposal the information required under 1.03 Requirements of Bidders in the Instructions to Bidders.
(See attached pages)

WAUKEGAN PARK DISTRICT

PROJECT LIST

List three (3) of the largest projects completed in the past three (3) years which are similar in scope to the **2022 – 536 S. MCALISTER AVENUE FLOORING.**

1. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

2. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

3. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES AND SUPERSEDES NOTICE

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

WAUKEGAN PARK DISTRICT

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Contractor shall use reasonable effort to employ local, women, and minority. Additionally, Contractor shall use reasonable effort to utilize local, women, and minority owned Subcontractors.
- K. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WAUKEGAN PARK DISTRICT

- L. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- M. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- N. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention In Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

- O. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Waukegan Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR NAME

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)

STATE OF _____)

)SS

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Waukegan Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention in Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

EMPLOYMENT OF ILLINOIS WORKERS OF PUBLIC WORKS ACT CERTIFICATION

I hereby certify that I have been provided with a copy of the Employment of Illinois Workers of Public Works Act (Page 33, Section G.) and that I am in compliance with the workforce requirements. Furthermore, I accept full liability for present and future compliance with the Act throughout the duration of performance under this contract.

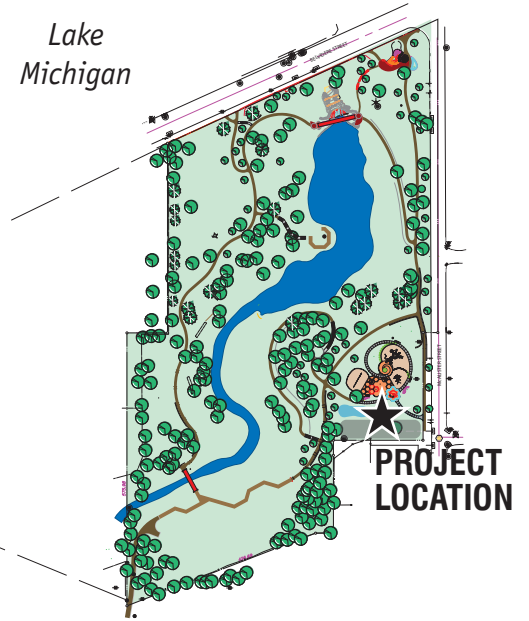
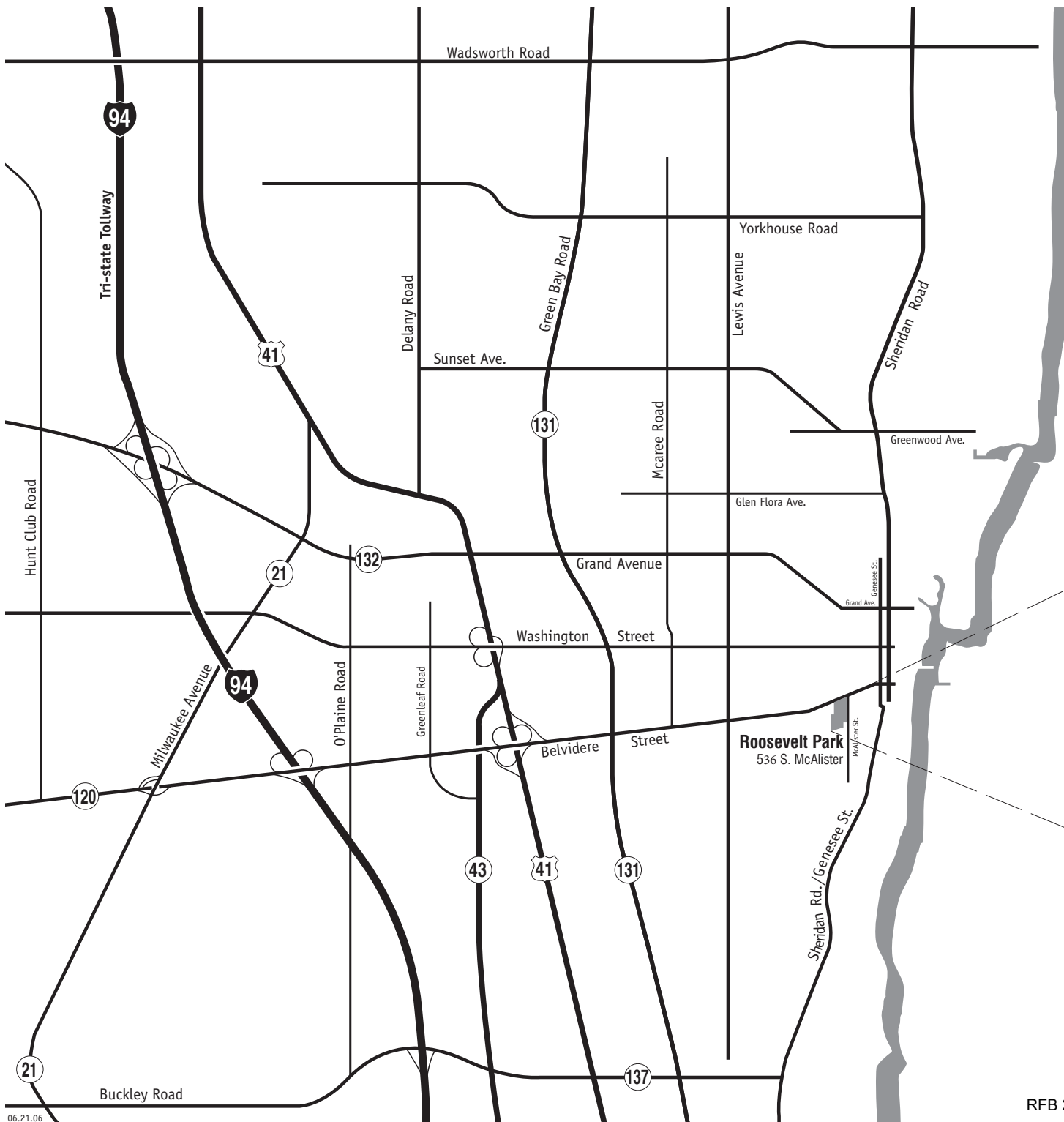
CONTRACTOR NAME

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)

LOCATION MAP



Legend

- Major Roads
- Highways
- Interstate



North



Scale in Miles (Main Map)

WAUKEGAN PARK DISTRICT

536 S. MCALISTER AVENUE FLOORING

Scope of Work:

A. GENERAL

1. Removal of existing carpet tile throughout entire building with the exception of the kitchen, bathrooms, janitor's closet, IT/Utility room, Utilities room, Classroom #2, #5, #7, #8, and front foyer.
2. Furnish and install luxury vinyl tile (LVT)(refer to building layout for specific materials) in all rooms. The following rooms do not receive LVT: kitchen, Classroom #2, #5, #7, #8 and front foyer.
3. Furnish and install flooring sheet vinyl/rubber flooring in classrooms #2, #7, and #8.
4. Furnish and install ceramic tile in kitchen.
5. Furnish and install resilient cove base in all areas where new vinyl and vinyl/rubber flooring was installed.
6. Furnish and install ceramic cove base in kitchen where new ceramic flooring was installed.
7. Furnish and install transition strips in areas as needed to provide a smooth transition between flooring materials and rooms. Must be ADA complaint.

B. PRODUCTS

1. Tile: Marazzi Modern Formation Textured Stepwise TruEdge Overland Beige 12" x 24" Tile. To be installed in an offset pattern.
2. Marazzi Modern Formation Overland Beige 6" x 12" Unpolished Cove Base
3. Marazzi Modern Formation Overland Beige Unpolished Cove Base Corner
4. Mapeguard 2 Crack Isolation Membrane
5. Mapei SM Primer
6. Mortar: Bostik Big Tile & Stone™ POLYMER-MODIFIED LARGE & HEAVY TILE MORTAR
7. Grout: Bostik Vivid™ Rapid Curing High Performance Grout. Color TBD by owner.
8. Schuleter Reno-U Transitions
9. Luxury Vinyl Tile: COREtec #VV465 Galaxy #2083 Plus Luxury Vinyl Tile Centaurus Oak Vinyl Plank
10. Luxury Vinyl Tile: COREtec #VV465 Galaxy #2083 Centaurus Oak Transitions
11. Centaur Triple Threat #CS204 Cinnamon Stick Sheet Vinyl/Rubber
12. Centaur E-Grip III 4 Gallon Adhesive
13. Centaur Welding Rods
14. Coretec #2803 Centaurus Oak Vynyl Plank
15. Coretec #2083 Centaurus Oak Transitions
16. Coretec Stone #VV566-12245 Mari Vinyl Tile
17. Johnsonite Vinyl Base: Tarkett 4" TRADITIONAL VINYL 1/8" (TYPE TV). Color TBD by owner.
18. Cove Base Adhesive: Parabond Fusion Series Fusion X Wall Base Adhesive.
19. Ardex Feather Finish

C. SITE DETAILS

1. A pre-construction meeting will be held before start of work. An additional pre-installation meeting to be held at least 24 hours before installation begins to review mockups of LVT and tile floors.
2. All work is to be coordinated with WPD Project Manager to be assigned at pre-construction meeting.
3. Work must be completed **November 30, 2022**.
4. Work can occur Monday-Friday between the hours of 7:00 am and 3:30 pm. Additional hours including weekends and holidays need prior approval from WPD project manager. WPD will provide building keys and alarm code to Contractor.
5. Building contents including furniture, portable equipment, etc. will be removed from workspaces by others prior to work in this scope.

D. EXECUTION DETAILS

1. Remove and dispose of the existing carpet tile in the building except kitchen, bathrooms, janitor's closet, IT/Utility room, Utilities room, Classroom #2, #5, #7, #8, and front foyer. Existing asbestos tile located under the carpet tile is to remain in place and is not to be removed.
2. Prepare floor in the kitchen per manufacturers recommendations to be ready to install tile flooring. Includes waterproofing and crack prevention membrane.
3. Prepare floor in the classrooms #2, #7 and #8 per manufacturers recommendations to be ready to install sheet rubber/vinyl flooring. Includes waterproofing and crack prevention membrane. The existing asbestos tile to be removed by others prior to floor installation work beginning.
4. Furnish and install Marazzi Modern Formation Overland Beige tile in the kitchen per manufacturer's installation specifications. Tile to be layed in an offset pattern.
5. Furnish and install Marazzi Modern Formation Overland Beige unpolished cove and corner base in the kitchen per manufacturer's specifications.
6. Furnish and install Coretec LVT #VV465 Galaxy #2083 Centaurus Oak Vinyl tile in all other rooms except classroom #2, #7, #8, front foyer, bathrooms, janitor's closet, IT/Utility room, utilities room, and kitchen. Follow all manufacturer's specifications per installation.
7. Furnish and install #2083 Centaurus Oak Transitions.
8. Furnish and install Coretec Stone #VV566-12245 Mari Vinyl Tile in all bathrooms.
9. Furnish and install Centaur Triple Threat #CS204 Cinnamon Stick Sheet Vinyl Rubber in the Classrooms #2, #7 and #8. Heat weld all seams. Follow all manufacturer's specifications per installation.
10. Furnish and install Johnsonite Cove Base per manufacturer's specifications in locations where new flooring was installed.
11. Furnish and install transition strips in areas as needed to create a smooth transition between flooring materials and elevation changes. All changes between rooms and elevations must be a smooth transition and ADA compliant.
12. Cleanup and dispose of work-related debris contractor to provide dumpsters.

WAUKEGAN PARK DISTRICT

FLOORING (Porcelain, Luxury Vinyl Tile, and Sheet Vinyl/Rubber) Specifications:

PREPARATION:

1. Protect surrounding area from damage.
2. Vacuum clean surfaces and damp clean.
3. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
4. Prepare substrate surfaces for new flooring installation in accordance with manufacturer's instructions.

SUBMITTALS:

1. Product Data: Provide manufacturer's data sheets on porcelain tile, membrane, mortar, grout, luxury vinyl tile, sheet rubber/vinyl, cove base and adhesive. Include instructions for using adhesives.
2. Indicate tile and flooring layout, patterns, perimeter conditions, functions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
3. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.

DELIVERY, STORAGE, AND HANDLING:

1. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

FIELD CONDITIONS

1. Do not install solvent-based products in an unventilated environment.
2. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

INSTALLATION – PORCELAIN TILE

1. Prepare floor in the kitchen per manufacturers recommendations to be ready to install tile flooring. Includes waterproofing and crack prevention membrane.
2. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
3. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
4. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
5. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
6. Form internal angles square and external angles bullnosed.
7. Sound tile after setting. Replace hollow sounding units.

WAUKEGAN PARK DISTRICT

8. Keep control and expansion joints free of mortar, grout, and adhesive.
9. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
10. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
11. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.
12. Clean tile and grout surfaces after installation. Seal grout as required or recommended by manufacturer.
13. Do not permit traffic over finished floor surface for after installation for period recommended by manufacturer.
14. Provide a 5% attic stock of each product.

INSTALLATION – LUXURY VINYL TILE

1. Do not disturb or damage existing asbestos vinyl tile floor.
2. Install luxury vinyl tile as a direct glue installation over existing asbestos vinyl tile according to manufacturer's instructions.
3. Furnish and install Johnsonite Cove Base per manufacturer's specifications in locations where new flooring was installed.
4. Furnish and install transition strips in areas as needed to create a smooth transition between flooring materials and elevation changes. All changes between rooms and elevations must be a smooth transition and ADA compliant.
5. Provide a 5% attic stock of each product.

INSTALLATION – CENTAUR SHEET VINYL/RUBBER

1. Prepare floor in Classroom #2, #7 & #8 per manufacturers recommendations to be ready to install sheet vinyl/rubber flooring. Includes waterproofing and crack prevention membrane.
2. Install sheet vinyl/rubber flooring per manufacturer's recommendations.
3. Heat weld all seams. Follow all manufacturer's specifications per installation.
4. Furnish and install Johnsonite Cove Base per manufacturer's specifications in locations where new flooring was installed.
5. Furnish and install transition strips in areas as needed to create a smooth transition between flooring materials and elevation changes. All changes between rooms and elevations must be a smooth transition and ADA compliant.
6. Provide a 5% attic stock of each product.

Areas indicated are not drawn to scale

Bathrooms



Wall to be removed by others.

Wall to be removed by others.



No flooring.

Centaur Triple Threat #CS204 Cinnamon Stick Sheet Vinyl/Rubber

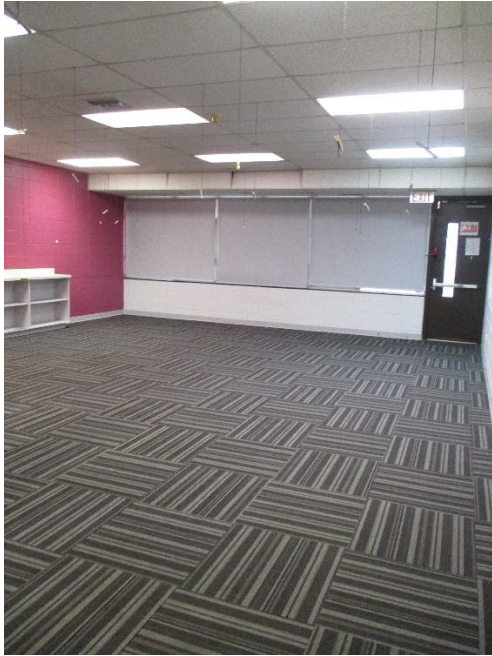
Coretec Stone #VV566-12245 Mari Vinyl Tile

Marazzi Modern Formation Textured Stepwise TruEdge Overland Beige 12x24 Tile

Coretec LVT #VV465 #2083 Centaurus Oak Vinyl Plank

Room Pictures

Classroom #1



Bathroom in Classroom #1



Classroom #2 (tile flooring to be removed by others)



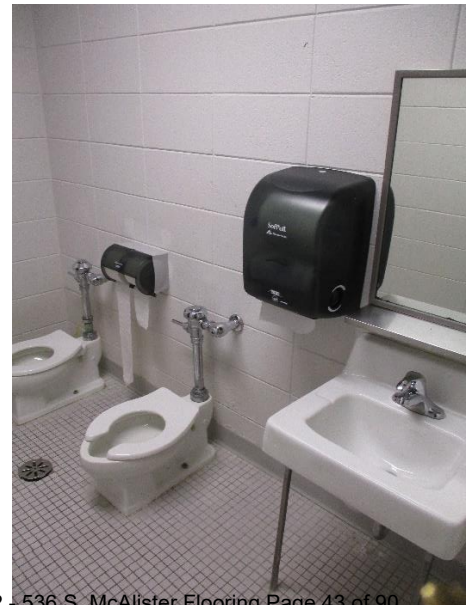
Classroom #3



Classroom #4



Classroom Bathrooms



Classroom #5(no work to be done in this room)



Classroom #6



Classroom #7(tile floor to be removed by others)



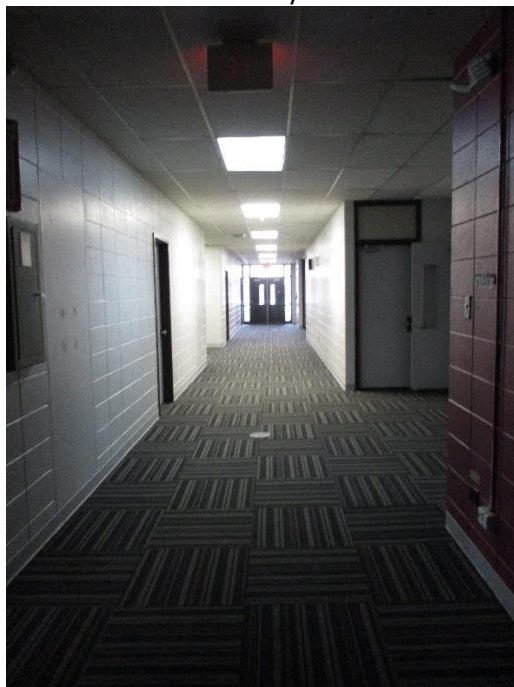
Classroom #8(wall in middle to be removed)



A Rooms off all classrooms



Hallway



Front Lobby



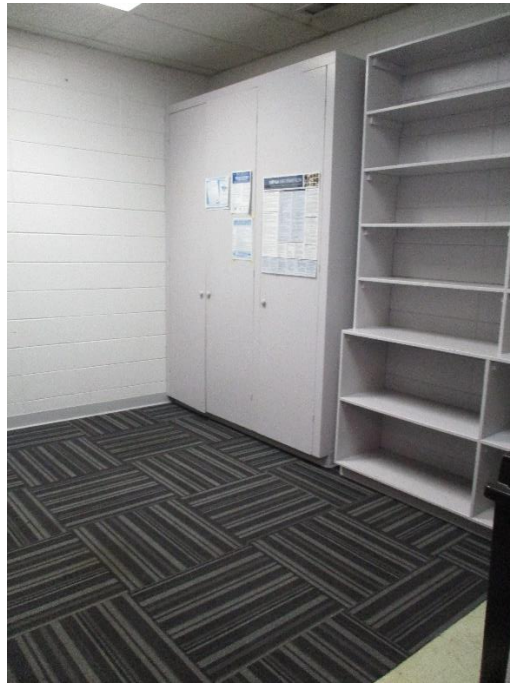
Front Foyer (tile flooring removed, flooring to be determined)



Hallway Bathrooms



Storage Room



Kitchen (tile flooring has been removed)



Kitchen Storage (tile flooring has been removed)



RedGard® Waterproofing and Crack Prevention Membrane

1 Product Name

RedGard® Waterproofing and Crack Prevention Membrane

2 Manufacturer

Custom Building Products
 Technical Services
 10400 Pioneer Boulevard, Unit 3
 Santa Fe Springs, CA 90670
 Customer Support: 800-272-8786
 Technical Services: 800-282-8786
 Fax: 800- 200-7765
 Email: contactus@cbpmail.net
custombuildingproducts.com

3 Product Description

A ready-to-use elastomeric waterproofing membrane for both commercial and residential tile and stone application. Suited for interior and exterior substrates, RedGard® creates a continuous waterproof membrane barrier with outstanding adhesion and reduces crack transmission in tile and stone floors. It bonds directly to clean metal drains, PVC, stainless steel and ABS drain assemblies and can be used as a slab-on-grade moisture vapor barrier under all types of floor coverings.

Key Features

- Ready to use - Roll it on
- Quick dry formula
- Listed with IAPMO for use as a shower pan liner

Suitable Substrates

- Concrete, cement mortar, masonry
- Cement Backerboard
- Exterior Plywood and OSB (interior, dry areas only)
- Exterior Decks - Contact Technical Services
- Post-Tension Concrete - Contact Technical Services
- Lightweight Concrete (min. 2000 psi compressive strength)
- Gypsum-Based cement topping (min. 2000 psi compressive strength)
- Existing ceramic tile and resilient flooring
- Floor heating systems - contact Technical Services

Composition of Product

RedGard® is a liquid-applied elastomeric waterproofing material that cures to form a monolithic membrane.

Benefits of Product in the Installation

- Easy to use and can be applied by roller, trowel or airless sprayer
- Rated for extra heavy duty service
- Reduces curing time with quick-dry formula
- Isolates cracks to 1/8" (3 mm)
- Suitable for waterproofing pools, spas and water features
- Meets Uniform Plumbing Code specifications for use as a shower pan liner



Limitations to the Product

- Do not apply to surfaces that may drop below 40°F (4°C) within 72 hours of application.
- Do not apply over wet surfaces or surfaces subject to hydrostatic pressure.
- Do not use to bridge or cover over existing expansion, control, construction, cold or saw cut joints; use Crack Buster® Pro Membrane for control, cold or saw cut joints.
- Do not use as an adhesive.
- Do not use as a wear surface; the membrane must be covered with tile or other permanent flooring.
- Do not use solvents in conjunction with the membrane

Packaging

- 1 gallon (3.78 L) pail
- 3.5 gallon (13.2 L) pail

4 Technical Data

Applicable Standards

American National Standards Institute (ANSI) ANSI A108.01, A108.17, A108.13, A118.10 and A118.12 American National Standards for the Installation of Ceramic Tile ASTM International (ASTM)

- ASTM C627 Standard Test Method for Evaluating Ceramic Floor Tile Installation Systems Using the Robinson-Type Floor Tester
- ASTM D638 Standard Test Method for Tensile Properties of Plastics

Tile Council of North America (TCNA) TCNA Handbook for Ceramic Tile Installation, TCNA Method EJ171, F125 & F125A

Approvals

RedGard® has tested and complies with Uniform Plumbing Code and International Plumbing Code standards for use as a shower pan liner per IAPMO Research and Testing, Inc., File No. 4244. RedGard® has tested and complies with International Building Code (IBC), International Residential Code (IRC) and International Plumbing Code (IPC) standards for water resistance per ICC Evaluation Service, ESR-1413. RedGard® conforms to "safing material" requirements established by the Wisconsin Administrative Code, Chapter Comm 84.30-6f.



RedGard® Waterproofing and Crack Prevention Membrane



Technical Chart

Property	Test Method	Requirement	Typical Results
Fungus Resistance	A118.10 Section 4.1	No Growth	Pass
Seam Strength	A118.10 Section 4.2	> 8 lbs/" width	16 lbs/2" (7.3 kg/5 cm) width
Breaking Strength	A118.10 Section 4.3	> 170 psi	484 psi (34 kg/cm ²)
Dimensional Stability	A118.10 Section 4.4	+/- 0.7%	0.05%
Waterproofness	A118.10 Section 4.5	No Water Penetration	Pass at 25 mils dry
Steam Shower Requirement	ASTM E-96 Method E	< 0.5 perms	0.35 perms at 30 mils dry
Shear Bond Strength to Cement Mortar			
Four Week Shear Strength	A118.10 Section 5.5	> 50 psi	267 psi (18.8 kg/cm ²)
Shear Strength After Water Immersion	A118.10 Section 5.4	> 50 psi	89 psi (6.3 kg/cm ²)
System Crack Resistance			
Standard Performance	A118.12 Section 5.4	> 1/16" and < 1/8"	Pass at 30 mils dry
High Performance	A118.12 Section 5.4	> 1/8"	Pass at 30 mils dry
Point Load	A118.12 Section 5.2	> 1000 lbs	> 1000 psi
Robinson Test	A118.12 Section 5.3	As Specified	14 Cycles; Extra Heavy

Environmental Consideration

Custom® Building Products is committed to environmental responsibility in both products produced and in manufacturing practices. Use of this product may contribute to LEED® certification.

5 Instructions

General Surface Prep

USE CHEMICAL-RESISTANT GLOVES, such as nitrile, when handling product.

Exterior and wet areas must have proper sloping to drains. All surfaces must be structurally sound, clean, dry and free from contaminants that would prevent a good bond. Newly prepared concrete must be troweled smooth and textured to a fine broom finish and cured for 28 days. Existing surfaces must be scarified and leveled, and all defects must be repaired. Cracks exceeding 1/8" (3 mm) should be treated in accordance with TCNA F125 or TCNA F125A.

Bonding to Lightweight Cement and Gypsum Surfaces

Lightweight or gypsum-based materials must obtain a minimum of 2000 psi (13.8 MPa) compressive strength at the recommended cure time. The underlayment must be sufficiently dry and properly cured to the manufacturer's specifications for permanent, non-moisture permeable coverings. Surfaces to be covered must be clean, structurally sound and subject to deflection not to exceed the current ANSI standards. Expansion joints must be installed in accordance with local building codes and ANSI/TCNA guidelines. Prime all surfaces to receive RedGard® with properly applied manufacturer's sealer or with a primer coat of RedGard®, consisting of 1 part RedGard®, diluted with 4 parts clean, cool water. In a clean pail, mix at low speed to obtain a lump-free solution. The primer can be brushed, rolled or sprayed to achieve an even coat. Apply the primer coat to the floor at a rate of 300 ft/gallon (7.5 M/L) of reduced material. When dry, apply at least one full coat of RedGard® to the primed area.

Vapor Barrier

When used as a vapor barrier, apply one full coat (70 sq. ft. per gallon) where vapor transmission is up to 8 lbs. per 1000 sq. ft. per day and two full coats (70 sq. ft. per gallon each coat) where vapor transmission is up to 12 lbs. per 1000 sq. ft. per day. Refer to ASTM F1869 for more information on Vapor Transmission Testing.

Movement Joint Placement

Do not bridge joints designed to experience movement. Carry these types of joints through the tile work. Clean the joint and install an open or closed cell-backer rod to the proper depth, as outlined in the Tile Council Handbook, EJ171. Next compress sealant into the joint, coating the sides and leaving the sealant flush with the surface. When the sealant is dry, place bond-breaker tape over the joint. Apply a minimum 3/64" (1.2 mm) of RedGard® over the joint and the substrate, following the instructions provided previously. Install the tile work onto the membrane, but do not bridge the joint. After the tile work is properly set, follow the architect's and manufacturer's instructions to fill the joint with a specified color sealant.

Application of Product

SHOWER RECEPTORS INSTALLATION

[Mortar Bed over Framed Structures – B414](#)
[Cement Backerboard Walls – B415](#)
[Surface Bonded Waterproofing – B421](#)

Download the illustrated installation details by clicking on the link above or go to CustomBuildingProducts.com/TSD, select "Tile" as the installation type and select the appropriate illustrated TCNA detail by number (example: B414).

RedGard at Drains



RedGard® Waterproofing and Crack Prevention Membrane

Drains should have a clamping ring with open weep holes for thin-set application. Apply the membrane to the bottom of the flange. The drain should be fully supported, without movement, and should be even with the plane of the substrate. Apply the RedGard membrane around drain. Embed a 12" x 12" (30 x 30 cm) fiberglass mesh into the membrane, making sure it does not obstruct the drainage weep holes. Then apply an additional coat of the membrane and smooth. After curing, clamp the upper flange onto the membrane and tighten. Use a silicone caulk around the flange where the membrane and the upper flange make contact. A toilet flange can be handled in much the same manner.

RedGard® as Crack Prevention Membrane

Force RedGard® into cracks with the flat side of the trowel, roller or brush. Using a 3/16"-1/4" (5-6 mm) V-notch trowel or 3/8" (9.5 mm) rough textured roller. Use the flat side of the trowel and flatten the ridges to form a continuous, even coat of material. The membrane should extend a minimum of the diagonal measurement of the tile beyond both sides of the crack. Gaps between plywood sheets and where floors meet walls must also be prefilled. For continuous crack isolation, cover the entire substrate with RedGard® applied at a rate of 100 sq. ft. per gallon. To meet the requirements of ANSI A118.12, apply two coats of RedGard at a rate of 50 sq. ft. per gallon each coat.

RedGard® as General Waterproof Membrane (ANSI 118.10)

Cracks to 1/8" (3 mm) should be prefilled before beginning the waterproofing application. Lightly dampen all porous surfaces. Use a 3/4" (19 mm) rough textured synthetic roller or a 3/16"-1/4" (56 mm) V-notch trowel and heavily precoat the corners and the intersections where the floors and walls meet, extending 6" (15 cm) on either side. For extra protection, embed a 6" (15 cm) wide fiberglass mesh into the membrane for changes of plane and for gaps 1/8" (3 mm) or greater. Apply RedGard at a rate of 110 sq ft per gallon each coat. If using a trowel, spread the material with the trowel held at a 45° angle, and then flattens the ridges. If using a roller, apply a continuous, even film with overlapping strokes. An airless sprayer may be used for the waterproofing application. The sprayer must produce between 1900 - 2300 psi, with a flow rate of 1.0 - 1.5 GPM and must have a tip orifice size of 0.025 - 0.029. Apply a continuous film with overlapping spray. The membrane appearance is pink when wet and dries to a dark red color. It typically takes 1-1.5 hours to turn completely red. After the first coat turns red, inspect the film for integrity and fill any voids or pinholes with additional material. Apply a second coat at right angles to the first coat. To meet the requirements of IAMPO, Two coats should be applied at a rate of 80 sq. ft. per gallon each coat. In all cases the wetfilm thickness should not exceed 125 mils.

Curing of Product

RedGard® is dry when it turns solid red, with no visible pink color. Typically, drying time is 1-1.5 hours; depending on ambient conditions, drying time can be as much as 12 hours. After the second coat is applied and both coats are fully cured, the application area can be flood tested.

Protection

If tile or stone will not be set immediately after curing, protect the membrane from rain, inclement weather and potential construction traffic damage. If delays longer than 72 hours are expected, cover and protect the membrane from extended direct sunlight (UV exposure). Care should be taken to prevent the application from becoming soiled or punctured during and after application.

Tile and Stone Installation

Install tile or stone with a Custom® Building Products polymer-modified mortar that meets ANSI A118.4 or A118.15 standards.

Cleaning of equipment

Clean tools and hands with water before the material dries. Clean all spray equipment immediately after use.

Health Precautions

Wear impervious gloves and eye protection while using this product. Avoid contact with eyes or prolonged contact with skin. Wash thoroughly after handling. If eye contact occurs, rinse cautiously with water for several minutes, remove contact lenses if easy to do: continue rinsing. Immediately seek medical advice if symptoms are significant or persist. Do not take internally. KEEP OUT OF REACH OF CHILDREN.

Conformance to Building Codes

Installation must comply with the requirements of all applicable local, state and federal code jurisdictions.

6 Availability & Cost

Location	Item Code	Size	Color	Package
USA	LQWAF1	1 gallon (3.78 L)	Pink	Pail
USA	LQWAF3	3.5 gallon (13.2 L)	Pink	Pail
Canada	CLLQWAF1	1 gallon (3.78 L)	Pink	Pail
Canada	CLLQWAF3	3.5 gallon (13.2 L)	Pink	Pail

7 Product Warranty

Obtain the applicable **LIMITED PRODUCT WARRANTY** at www.custombuildingproducts.com/product-warranty or send a written request to Custom Building Products, Inc., Five Concourse Parkway, Atlanta, GA 30328, USA. Manufactured under the authority of Custom Building Products, Inc. © 2017 Quikrete International, Inc.

When RedGard® Waterproofing and Crack Prevention Membrane is used as a part of a qualifying full installation system of CUSTOM products, the installation can qualify for up to a lifetime system warranty. CUSTOM will repair and/or replace, at its discretion, the affected area of the system. For more information, find details and limitations to this warranty at custombuildingproducts.com.

8 Product Maintenance

Properly installed product requires no special maintenance. Do not use as a wear surface.

9 Technical Services Information

For technical assistance, contact Custom technical services at 800-272-8786 or visit custombuildingproducts.com.

10 Filing System

Additional product information is available from the manufacturer upon request.



RedGard® Waterproofing and Crack Prevention Membrane

Related Products

Waterproofing and Anti-Fracture Membrane Mesh

RedGard® SpeedCoat® Waterproofing Membrane



RedGard® Waterproofing and Crack Prevention Membrane

Coverage

Size	Coverage
RedGard as Crack Prevention Membrane:	
1 Gallon (3.78 L)	100 sq. ft. (9.3 M2)
3.5 Gallon (13.2 L)	350 sq. ft. (32.5 M2)
RedGard as Crack Prevention Membrane meeting ANSI A118.12	
1 Gallon (3.78 L)	25 sq. ft. (2.3 M2)
3.5 Gallon (13.2 L)	88 sq. ft. (8.2 M M2)
RedGard as Waterproof Membrane:	
1 Gallon (3.78 L)	55 sq. ft. (5.1 M2)
3.5 Gallon (13.2 L)	192 sq. ft. (17.8 M2)
RedGard as IAPMO Pan Liner meeting ANSI A118.10:	
1 Gallon (3.78 L)	40 sq. ft. (3.7 M2)
3.5 Gallon (13.2 L)	140 sq. ft. (13 M2)

Chart for estimating purposes. Coverage may vary based on installation practices and jobsite conditions.



MODERN FORMATION™



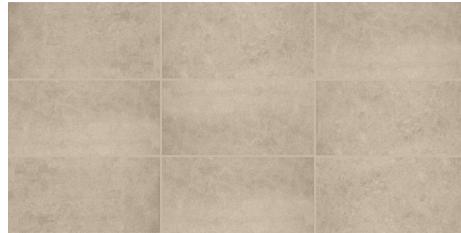
COLORBODY™ PORCELAIN STONEWARE

TRUEEDGE™ | REVEAL IMAGING™ | STEPWISE™*

FLOOR TILE - AVAILABLE IN LIGHT POLISHED, UNPOLISHED & TEXTURED*



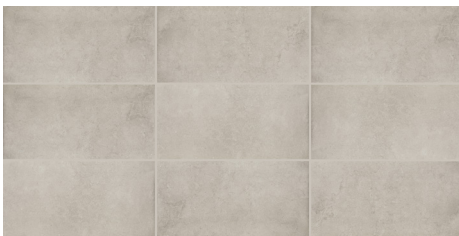
MF01 Peak White



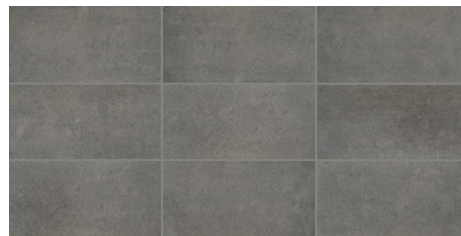
MF02 Overland Beige



MF03 Canyon Taupe



MF04 Headland Fog



MF05 Smoky Ridge



MF06 Mesa Point

MIXED CHEVRON MOSAIC**

12 x 12 SHEET



MF01 Peak White



MF02 Overland Beige



MF03 Canyon Taupe



MF04 Headland Fog



MF05 Smoky Ridge



MF06 Mesa Point

2 x 2 MOSAIC - UNPOLISHED

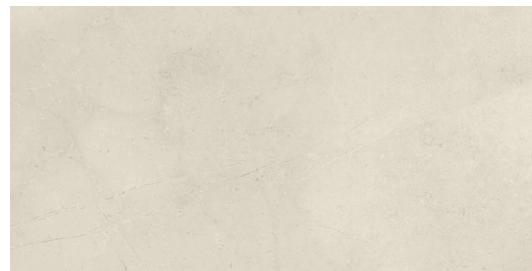
12 x 12 SHEET



MF01 Peak White

- MF01** Peak White
- MF02** Overland Beige
- MF03** Canyon Taupe
- MF04** Headland Fog
- MF05** Smoky Ridge
- MF06** Mesa Point

12 x 24 - TEXTURED WITH STEPWISE™ TECHNOLOGY*



MF01 Peak White




- MF01** Peak White
- MF02** Overland Beige
- MF03** Canyon Taupe
- MF04** Headland Fog
- MF05** Smoky Ridge
- MF06** Mesa Point

USAGE

Floors	Walls	Countertops
F	W	C

*StepWise™ available in 12 x 24 Textured finish only
 **Mixed Chevron Mosaic is a mix of Light Polished, Unpolished, & Textured finishes
 RFB 2022 - 536 S. McAlister Flooring Page 51 of 90

SIZES

			Thickness	Sq. Ft./ Carton	Pieces/ Carton
	24 x 48 Floor Tile	(23-7/16" x 46-7/8") (59.44 cm x 119.30 cm)	3/8"	15.26	2
	24 x 24 Floor Tile	(23-7/16" x 23-7/16") (59.44 cm x 59.44 cm)	3/8"	15.2	4
	12 x 24† Floor Tile	(11-11/16" x 23-7/16") (29.56 cm x 59.44 cm)	3/8"	15.12	8
	2 x 2 Mosaic - Unpolished (Mesh-mounted)	(12" x 12") (30.48 cm x 30.48 cm)	3/8"	10	10
	Mixed Chevron Mosaic* (Mesh-mounted)	(12" x 13") (30.48 cm x 33.02 cm)	3/8"	9.3	10

†Also available in Textured finish with StepWise™ technology

*Available in a mix of Light Polished, Unpolished & Textured finishes

APPLICATIONS

	Target DCOF wet	Suitable
Dry & Level - Interior Floor	N/A	■
Wet & Level - Interior Floor	≥ 0.42	■◊
Shower Floors (Residential or Light Commercial)	≥ 0.42	■▲
Exterior Floor Applications (including pool decking & other wet areas with minimal footwear)	≥ 0.60	■◊
Ramps & Inclines	≥ 0.65	
Walls/Backsplashes	N/A	■
Countertops	N/A	■
Pool Linings	N/A	■▲

A DCOF value of ≥ 0.42 is the standard for tiles specified for level interior spaces expected to be walked upon when wet, as stated in ANSI A137.1-2012, Section 9.6. For more information about DCOF and the DCOF AcuTest™, visit marazzitile.com/DCOF.

APPLICATION NOTES:

Suitable for exterior applications in freezing and non-freezing climates when proper installation methods are followed.

◊Unpolished and Textured only




▲2 x 2 Mosaics only

*12 x 24 Textured with StepWise™ only



All or select items within this series meet the requirements for these qualifications. For more information visit marazzitile.com.

TRIM


Description	Number	Size	Shape
Floor Bullnose	P-43F9	3 x 24*	
Cove Base	P-36C9T	6 x 12	
Cove Base Outcorner	PC-36C9T	1 x 6	

*Available in Unpolished and Light Polished

Floor bullnose, cove base, and cove base outcorner trim are intended to coordinate with floor tile in the standard 90-degree installation position.

Cove base and cove base outcorner are suitable for non-freezing climates only.

INSTALLATION

Grout Joint Recommendation	Shade Variation
1/8" (3/16" when multiple sizes are installed in a modular pattern, and/or when installing tile with a length 15" or greater in a staggered brick-joint pattern; overlap should not exceed 33%.)	 High (V3)

PERFORMANCE CHARACTERISTICS

	ASTM#	Floor/Mosaic Result
Water Absorption	C373	< 0.5%
Breaking Strength	C648	> 275 lbs
Scratch Hardness	MOHS	8.0
Chemical Resistance	C650	Resistant

For additional information on test results, visit us at: marazzitile.com/information/TestResults.

NOTES

Since there are variations in all fired ceramic and natural products, tile and trim supplied for your particular installation may not match samples. Final confirmations should be made from actual tiles and trim prior to installation. Manufactured in accordance with ANSI A137.1 standards.

Not for use on ramps. Water, oil, grease, improper drainage and certain footwear can create slippery conditions. Floor applications expected to be exposed to these conditions require extra caution in product selection.

For additional information refer to "Factors to Consider" at: marazzitile.com/Factors.

Special consideration needs to be given when installing tiles greater than 15 inches. Please refer to marazzitile.com/LargeTiles for more information.

Special care should be taken when grouting with dark pigmented colors. A grout release is recommended to prevent finely powdered pigments from lodging in the pores of the surface. Use of a latex modified thin-set is recommended for installation.

*StepWise™ available in 12 x 24 Textured finish only

Product Specifications

Style Number	VV465	
Construction	Solid Polymer Core	
Edge Profile	Micro Bevel	
Nominal Dimensions	7" wide, 48" long	
	US Units	Metric Units
Actual Product Width	7.13"	18 cm
Actual Product Length	48.03"	122 cm
Wear Layer Thickness	12 mil (0.012")	0.3 mm
Overall Product Thickness	0.173"	4.4 mm
Core Thickness	0.134"	3.4 mm
Attached Underlayment	Attached Cork	
Attached Underlayment Thickness	0.039"	1 mm
Finish	UV Acrylic	
Installation Methods	Floating or Direct Glue	
Profile	Angle/Tap	
Country of Origin	Imported	

Packaging

Area per Box	28.52 sq ft	3 sq m
Pieces per Box	12 pcs	
Weight per Box	41.89 lbs	19 kg
Boxes per Pallet	45 boxes	



2062 Elliptical Oak

Colors



Product Specifications

Style Number	VV566	
Construction	Mineral Core	
Edge Profile	Enhanced Painted Bevel	
Nominal Dimensions	12" wide, 24" long	
	US Units	Metric Units
Actual Product Width	11.93"	30 cm
Actual Product Length	23.86"	61 cm
Overall Product Thickness	0.314"	8 mm
Core Thickness	0.276"	7 mm
Attached Underlayment	Attached Cork	
Attached Underlayment Thickness	0.039"	1 mm
Installation Methods	Floating or Direct Glue	
Profile	Angle/Tap	
Country of Origin	Imported	

Packaging

Area per Box	23.72 sq ft	2 sq m
Pieces per Box	12 pcs	
Weight per Box	54.37 lbs	24.66 kg
Boxes per Pallet	48 boxes	



12241 Feronia

Colors



Performance

Static Load (ASTM F970)	Passes
Residual Indentation (ASTM F1914)	Passes
Resistance to Heat (ASTM F1514)	Passes
Resistance to Chemicals (ASTM F925)	Passes
Smoke Density (ASTM E662)	Passes
Radiant Panel (ASTM E648)	Passes, Class I
Slip Resistance (ASTM D2047)	ADA compliant

COREtec Stone 12x24 Matte

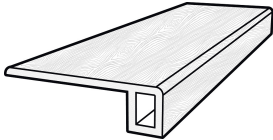
Warranties

USF Lifetime
USF 10 Year Medium Commercial

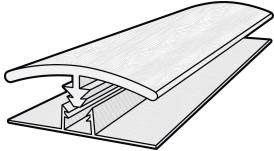
Certifications

GreenGuard (Certification, Gold, Private Label) Certified

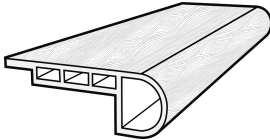
Coordinating Trim



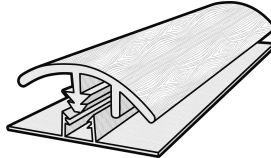
Baby Threshold*
01V19 | 94"



T-Molding*
TM7CT | 94"



Flush Stairnose
FS7HU | 94"



Overlap Reducer
RD7CT | 94"

*Packaged with molding track

Coordinating Metal Trim



Finish	Reducer	T-Mold	Stair Cap
Satin Silver	USC20	USC23	USC17
Satin Nickel	USC21	USC24	USC18
Dark Bronze	USC22	USC25	USC19

Installation Range

Profile Size	Installation Range
3.5mm	1.5mm to 3.5mm heights
5.5mm	3.6mm to 5.5mm heights
8mm	6mm to 8mm heights





November 17, 2021 -This document is provided solely as a convenience for spec writers in the drafting process. Centaur will not be held responsible for the use or alteration of any information contained herein. For a final approved PDF version of these specifications please visit the literature page at www.centaurfloors.com

**DIVISION 9 Finishes - SECTION 09 65 66 Resilient Athletic Flooring
Centaur Triple Threat Vinyl Composition Rubber Back Sheet Vinyl**

PART 1.0- GENERAL

1.1 SUMMARY

- A. The work of this section includes:
 - 1. Centaur Triple Threat Vinyl Composition Rubber back sheet vinyl
 - 2. Welding Rod
- B. Related Sections: Section(s) related to this section include:
 - 1. Concrete Substrate: Division 3 Concrete Section(s)
 - 2. Plywood Substrate: Division 6

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. See – Part 2.0 PROPRIETARY MANUFACTURER/PRODUCTS below
- C. European Committee for Standardization (EN)
 - 1. EN649 / EN ISO 10582 Resilient Floor Coverings Heterogeneous polyvinyl chloride floor coverings – Specification for Abrasion Resistance.
- E. Leadership in Energy and Environmental Design – LEED™
 - 1. International Organization for Standardization™ document, ISO 14021 - Provides guidance on the terminology, symbols, testing and verification methodologies that an organization should use for self-declaration of the environmental aspects of its products and services.

1.3 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide vinyl composition rubber back sheet vinyl resilient flooring, which has been manufactured and installed to maintain performance criteria stated by manufacturer without defects, damage or failure.

1.4 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. LEED: Provide documentation of how the requirements for credit will be met.
 - 1. List of proposed materials with recycled content. Indicate pre-consumer and post-consumer content.
 - 2. Product data and certification letter indicating percentage of recycled content for both pre-consumer and post-consumer content.
 - 3. Recycled content is defined in accordance with the International Organization for Standardization document, ISO 14021 Environmental labels and declarations.
 - a. Post-consumer material - waste materials diverted from the waste stream after consumer or commercial use.
 - b. Pre-consumer material - materials diverted from the waste stream during the manufacturing process. Excluded are regrind, rework, and scrap.
- C. Product Data: Submit product data, including manufacturer's guide specifications product sheet, for specified products.

- D. Shop Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors, patterns and textures.
- E. Samples: Submit selection and verification samples for finishes, colors and textures.
- F. Quality Assurance Submittals: Submit the following:
 - 1. Certificates: If required, certification of performance characteristics specified in this document shall be provided by the manufacturer.
 - 2. Manufacturer's Instructions: Manufacturer's installation instructions.

Specifier Note: Coordinate paragraph below with Part 3.5 Field Quality Requirements Article herein. Retain or delete as applicable.

- 3. Manufacturer's Field Reports: Manufacturer's field reports specified herein.
- G. Closeout Submittals: Submit the following:
 - 1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operational Data) Section. Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein.

1.5 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
 - a. Certificate: When requested, submit certificate indicating qualification.
 - 2. Manufacturer's Qualifications: Manufacturer capable of providing field service representation during construction and approving application method.

Specifier Note: Paragraph below should list obligations for compliance with specific code requirements particular to this section. General statements to comply with a particular code are typically addressed in Conditions of Contract and Division 1 Regulatory Requirements Section. Regulatory Requirements: [specify applicable requirements of regulatory agencies].

- B. Mock-Ups: Install at project site a job mock-up using acceptable products and manufacturer-approved installation methods. Obtain Owner and Architect's acceptance of finish color, texture and pattern, and workmanship standard. Comply with Division 1 Quality Control (Mock-Up Requirements) Section.
 - 1. Mock-Up Size: [specify mock-up size].
 - 2. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
 - 3. Incorporation: Mock-up may be incorporated into final construction upon Owner's approval.
- C. Pre-installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.
- D. Pre-installation Testing: Conduct pre-installation testing as follows: [specify substrate testing; consult with flooring manufacturer].

1.6 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirements Sections.
- B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials at temperature and humidity conditions recommended by manufacturer and protect from exposure to harmful weather conditions.

1.7 PROJECT CONDITIONS

- A. Temperature Requirements: Maintain air temperature in spaces where products will be installed for time period before, during and after installation as recommended by manufacturer.
- B. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

1.8 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and not a limitation of other rights Owner may have under Contract Documents.

Specifier Note: Coordinate paragraph below with manufacturer's warranty requirements.

1. Warranty Period: Specify years commencing on Date of Substantial Completion.

1.9 MAINTENANCE

- A. Extra Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals (Maintenance Materials) Section.
 1. Quantity: Furnish quantity of resilient flooring units equal to [specify %] of amount installed.
 2. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.
 3. Cleaning: Furnish flooring manufacturer's neutral cleaner for initial cleaning and maintenance of finished floor surface.

PART 2.0 - PROPRIETARY MANUFACTURER/PRODUCTS

Specifier Note: Retain article below for proprietary method specification. Add product attributes performance characteristics, material standards and descriptions as applicable. Use of such phrases as "or equal" or "or approved equal" or similar phrases may cause ambiguity in specifications. Such phrases require verification (procedural, legal and regulatory) and assignment of responsibility for determining "or equal" products.

2.1 MANUFACTURER: Ecore

- A. Address: 715 Fountain Ave., Lancaster, PA 17601; Telephone: (800) 322-1923, (717) 295-3400; Fax: (717) 295-3414; Email: info@ecoreintl.com

2.2 DISTRIBUTOR: Centaur Floor Systems

- A. Address: 715 Fountain Ave., Lancaster, PA 17601; Telephone: (800) 536-9007 Email: info@centaurofloors.com

2.3 PROPRIETARY PRODUCT(S)

- A. Flooring manufactured by Ecore for athletic applications.
 1. Centaur Triple Threat Vinyl Composition Rubber back resilient sheet vinyl flooring

2.3.1 Centaur Triple Threat - Vulcanized Composition Rubber Back Vinyl [Sheet] Flooring

Centaur Triple Threat		
5mm - 6015H Underlayment / 2mm Surface Wear Layer		
Made from a formulation of high quality post-consumer Vulcanized Composition Rubber granules encapsulated in a wear and water-resistant elastomeric network fusion bonded to a heterogeneous vinyl wear layer with a urethane topcoat		
Performance Criteria	Test Method	Typical Result
Flexibility ¼" mandrel	ASTM F 137	Pass
Thermal Conductivity	ASTM C 518	0.6 Btu in./h ft ² F
Static Load Limit	ASTM F 970 @ 250PSI	Pass

Coefficient of Friction	ASTM D 2047	>0.6
Chemical Resistance	ASTM F-1303-99	Excellent
Abrasion Resistance	EN 649 / ISO 10582	Group T / Type 1
Dimensional Stability	ASTM F-2199	±0.40%
Behavior to Fire	ASTM E-648	Class I
Resistance to Light	ASTM F-1515	Pass
Resistance to Heat	ASTM F-1514	Pass
Dynamic Rolling Load	ASTM F-2753	10,000 cycles: No Damage, No Change
Vertical Ball Rebound	ASTM F-2772	(Pass) Average > or = 95.5%
Vertical Deformation	ASTM F-2772	(Pass) Average < or = 0.72mm
Force Reduction	ASTM F-2772	(Pass) Average > or = 12.6%
Surface Effect Slip Resistance	ASTM F-2772	(Pass)
Sheet Dimension	Manufacturer	Standard Rolls Nominal 6ft Width LF std length; 45LF max length
Standard Tolerance Width	Manufacturer	Width: +3/4" -0"
Standard Tolerance Length	Manufacturer	Length: +1% - 0%
Standard Tolerance Thickness	Manufacturer	Thickness: ±.4 mm

2.3.2 Centaur Triple Threat Weld Rod

Centaur Triple Threat Weld Rod	
Material	Vinyl
Dimensions	3mm diameter rod x 328 LF [100 M] spool. Custom lengths not available.

2.4 PRODUCT SUBSTITUTIONS

- A. Substitutions: No substitutions permitted.

2.5 RELATED MATERIALS

- A. Related Materials: Refer to other sections listed in Related Sections paragraph herein for related materials.

2.6 SOURCE QUALITY

- A. Source Quality: Obtain Vinyl Composition Rubber Back resilient flooring materials from a single manufacturer.

PART 3.0 - EXECUTION

Specifier Note: Revise article below to suit project requirements and specifier's practice.

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions and product carton instructions for installation.

3.2 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.

3.3 PREPARATION

- A. Surface Preparation: [specify applicable product preparation requirements].

Specifier Note: Coordinate article below with manufacturer's recommended installation details and requirements.

3.4 ERECTION/INSTALLATION/APPLICATION/CONSTRUCTION

- A. Rubber Back Vinyl Flooring Installation: Comply with Centaur Triple Threat Technical Manual for installation procedures and techniques.
- B. Finish Color/Textures/Patterns: [specify installation finishes coordinated with finishes specified in Part 2 Products].
- C. Related Products Installation: Refer to other sections listed in Related Sections paragraph herein for related products installation.

3.5 FIELD QUALITY REQUIREMENTS

Specifier Note: Edit paragraph below. Establish number and duration of periodic site visits with Owner and manufacturer and specify below. Consult with manufacturer for services required. Coordinate paragraph below with Division 1 Quality Assurance Section and Part 1 Quality Assurance Submittals herein. Delete if manufacturer's field service not required.

- A. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.
 - 1. Site Visits: [specify number and duration of periodic site visits].

3.6 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project site and legally dispose of debris.

3.7 PROTECTION

- A. Protection: Protect installed product and finish surfaces from damage during construction.

Specifier Note: Retain article below to suit project requirements. Article may be used to describe specific criteria requirements of similar products or equipment.

3.8 SCHEDULES

Specifier Note: Retain paragraph below to suit project requirements. Reference a schedule or include a schedule as an attachment, which indicates where to locate products and equipment.

- A. Schedules: [Specify reference to applicable schedules].

END OF SECTION



Triple Threat Rolls

Technical Manual

Installation · Maintenance · Warranty

Manufactured in the U.S.A. by Ecore

Revised on 07Jul2022
Supersedes all previous versions.
Check website for updates

Installation

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Installation

I. JOB SITE CONDITIONS

1. Installation should not begin until after all other trades are finished in the area. If the job requires other trades to work in the area after the installation of the floor, the floor should be protected with an appropriate cover.
2. Areas to receive flooring should be weather tight and maintained at a minimum uniform temperature of 65°F (18°C) for 48 hours before, during, and after the installation.

II. SUBFLOORS

Triple Threat may be installed over concrete, Portland-based patching and leveling materials, and wood.

NOTE: The selected Portland-based patching and self-leveling materials must be moisture resistant and rated to withstand the RH moisture levels on the project.

NOTE: Gypsum-based patching and leveling compounds are not acceptable.

1. Wood Subfloors – Wood subfloors should be double constructed, rigid and free from movement with a minimum of 18 inches of well-ventilated air space below.
2. Underlayments – The preferred underlayment panel is American Plywood Association (APA) underlayment grade plywood, minimum thickness of 1/4-inch, with a fully sanded face.

NOTE: Particleboard, chipboard, masonite and lauan are not considered to be suitable underlayments.

3. Concrete Floors – Concrete shall have a minimum compressive strength of 3000 psi. New concrete slabs should cure for a minimum of 28 days before installing flooring. Concrete must be fully cured and permanently dry.

III. SUBFLOOR REQUIREMENTS AND PREPARATION

1. Subfloors shall be dry, clean, smooth, level, and structurally sound. They should be free of dust, solvent, paint, wax, oil, grease, asphalt, sealers, curing and hardening compounds, alkaline salts, old adhesive residue, and other extraneous materials, according to ASTM F710.
2. Subfloors should be smooth to prevent irregularities, roughness, or other defects from telegraphing through the new flooring. The surface should be flat to the equivalent of 3/16" (4.8 mm) in 10' (3.0 m).
3. Mechanically remove all traces of old adhesives, paint, or other debris by scraping, sanding, or scarifying the substrate. Do not use solvents. All high spots shall be ground level and low spots filled with an Portland-based patching compound.
4. All saw cuts (control joints), cracks, indentations, and other non-moving joints in the concrete must be filled with an Portland-based patching compound.
5. Expansion joints in the concrete are designed to allow for expansion and contraction of the concrete. If a floor covering is installed over an expansion joint, it will likely fail in that area. Use expansion joint covers designed for resilient flooring.
6. Always allow patching materials to dry thoroughly and install according to the manufacturer's instructions. Excessive moisture in patching material may cause bonding problems or a bubbling reaction with the E-Grip III adhesive.

HAZARDS:

SILICA WARNING – Concrete, floor patching compounds, toppings, and leveling compounds can contain free crystalline silica. Cutting, sawing, grinding, or drilling can produce respirable crystalline silica (particles 1-10 micrometers). Classified by OSHA as an IA carcinogen, respirable silica is known to cause silicosis and other respiratory diseases. Avoid actions that may cause dust to become airborne. Use local or general ventilation or provide protective equipment to reduce exposure to below the applicable exposure limits.

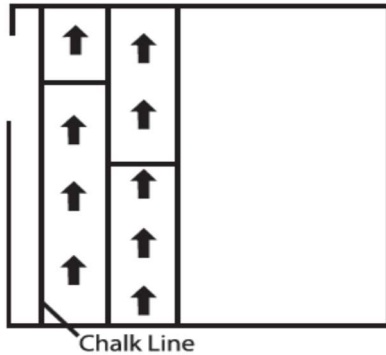
ASBESTOS WARNING – Resilient flooring, backing, lining felt, paint, or asphaltic “cutback” adhesives can contain asbestos fibers. Avoid actions that cause dust to become airborne. Do not sand, dry sweep, dry scrape, drill, saw, bead blast, or mechanically chip or pulverize. Regulations may require that the material be tested to determine the asbestos content. Consult the document “Recommended Work Practices for Removal of Existing Resilient Floor Coverings” available from the Resilient Floor Covering Institute.

LEAD WARNING – Certain paints can contain lead. Exposure to excessive amounts of lead dust presents a health hazard. Refer to applicable federal, state, and local laws and the publication “Lead Based Paint: Guidelines for Hazard Identification and Abatement in Public and Indian Housing” available from the United States Department of Housing and Urban Development.

7. Moisture must be measured using the RH Relative Humidity test method per ASTM F2170 standard. Moisture content should not exceed 85% RH. If the emissions exceed the limitations, the installation should not proceed until the situation has been corrected.
8. In the event that a moisture mitigation system is required, it must conform to the ASTM F3010 Standard Practice for Two-Component Resin Based Membrane Forming Moisture Mitigation Systems for use Under Resilient Floor Coverings.
9. Perform pH tests on all concrete floors. If greater than 9, neutralize prior to installation.
10. Adhesive bond tests should be conducted in several locations throughout the area. Glue down 3' x 3' test pieces of the flooring with the recommended adhesive and trowel. Allow to set for 72 hours before attempting to remove. A sufficient amount of force should be required to remove the flooring and, when removed, there should be adhesive residue on the subfloor and on the back of the test pieces.

IV. MATERIAL STORAGE AND HANDLING

1. Material should be delivered to the job site in its original, unopened packaging with all labels intact.
2. Material must be stored inside in a climate-controlled environment not to exceed 85°F (30°C)
3. **The material and adhesive must be acclimated at room temperature for a minimum of 48 hours before starting installation.**
4. Note: Shipping pallets, cradles, banding, etc. are not intended for storage. After 7 days, remove material from shipping pallets, cradles, etc. Rolls of vinyl and vinyl laminated to rubber should be stored standing up. Storing vinyl rolls and vinyl-laminated-to-rubber rolls on their side will result in wetting.
5. **Inspect all materials for visual defects before beginning the installation. No labor claim will be honored on material installed with visual defects. Verify the material delivered is the correct style, color, and amount. Any discrepancies must be reported immediately before beginning installation.**
6. **All Triple Threat rolls should be unrolled and installed in the same direction. Laying rolls in the opposite direction can cause pattern variations between the rolls.**



7. Lay the rolls in a way to provide as few seams as possible with economical use of materials. Match edges for color shading and pattern at seams. Be prepared to straight edge cut the side seams to ensure pattern consistency.
8. For best results, the installer should unroll all rolls and allow to relax overnight.

NOTE: When handling or installing Triple Threat products, special care should be taken not to sharply fold or crease the material. This can result in permanent visual damage to the PUR wear layer which is not covered under the product warranty.

V. INSTALLATION – ROLL MATERIAL

1. Make the assumption that the walls you are butting against are not straight or square. Using a chalk line, make a starting point for an edge of the flooring to follow. The chalk line should be set where the first seam will be located.
2. Remove the Triple Threat from the shrink wrap and unroll it onto the floor. Lay the vinyl on the floor in a way that will use your cuts efficiently. Cut all rolls at the required length, including enough to run up the wall a couple inches.
3. If end seams are necessary, they should be staggered on the floor and overlapped approximately 2". End seams will be trimmed **after acclimation period** using a square to ensure they fit tightly without gaps. Match and cut seams to maintain overall continuity of color and pattern.
4. After allowing proper acclimation and rough cuts are made you may begin the installation.
5. Align the first edge to the chalk line. **It is very important that the first seam is perfectly straight.**
6. Position the second roll with appropriate overlap required to maintain board pattern consistency. After seams are trimmed, the edges should fit snug with no visual gaps. Care should be taken to not over compress the seam. Over compressed seams will cause peaking.
7. Repeat for each consecutive sheet necessary to complete the area or those rolls that will be installed that day.

VI. INSTALLATION – Adhesive Application

1. After performing the above procedures, begin the application of the adhesive. We recommend E-Grip III, a one-component moisture-cured polyurethane adhesive. E-Grip III should not be mixed. It is specially formulated for use right out of the pail. Apply E-Grip III to the substrate using a 1/16" square-notched trowel.
2. Fold over the first drop along the wall (half the width of the roll). Rolls are 6 feet wide, so when roll is folded over this will leave an exposed area of substrate that is 3 feet wide.
3. Spread the adhesive using the proper size square-notched trowel. Take care not to spread more E-Grip III than can be covered with flooring within 30 minutes. The open time of the adhesive is 30–40 minutes at 70°F and 50% relative humidity.

NOTE: Temperature and humidity affect the open time of the adhesive. Temperatures above 70°F and/or relative humidity above 50% will cause the adhesive to set up more quickly. Temperatures below 70°F and/or relative humidity below 50% will cause the adhesive to set up more slowly. The installer should monitor the on-site conditions and adjust the open time accordingly.

NOTE: Do not allow E-Grip III to cure on your hands or the flooring. We strongly suggest wearing gloves while using E-Grip III. Immediately wipe off excess adhesive with a rag dampened with mineral spirits! Cured adhesive is very difficult to remove from hands.

4. Lay the flooring into the wet adhesive. Do not allow the material to “flop” into place; this may cause air entrapment and bubbles beneath the flooring.
5. Immediately roll the floor with a 75–100 lb. roller to ensure proper adhesive transfer. Overlap each pass of the roller by 50% of the previous pass to ensure the floor is properly rolled. Roll the width first and then the length. Roll again within the first 60 minutes.
6. Fold over the second half of the first roll and half the width of the second roll. Taking roll widths into account, this will provide an exposed area of substrate that is 6 feet wide. Spread the adhesive, roll the flooring, and repeat for each consecutive drop.
7. Continue the process for each consecutive drop. Work at a pace so that you are always folding material back into wet adhesive bed.

NOTE: Never leave adhesive ridges or puddles. They will telegraph through the material.

8. Hand roll all seams after the entire floor has been rolled.
9. Keep traffic off the floor for a minimum of 24 hours. Floor should be free from light rolling loads for a minimum of 72 hours.

INSTALLATION – Heat Welding

- a. Groove seams in sheet flooring as required, and heat weld with manufacturer’s welding rod. All seams must be heat welded.
- b. Complete first pass skive.
- c. After the first pass skive, allow the weld rod to cool down for 10 to 20 minutes prior to the final skiving. For best results, use a Mozart Skiving Knife to trim/skive the cold weld rod.

Maintenance and Assigned Responsibilities

It is the Specifier's responsibility to:

- Mandate covering and protection of floor from damage and construction debris until construction is complete.
- Assign to the appropriate party responsibility for the initial cleaning of floor following published procedures.

Ecore recommends our environmentally friendly line of maintenance products, including E-Cleaner.

It is the General Contractor's responsibility to provide:

- A building or installation area that is fully enclosed from the elements, e.g., finished roof, windows, doors, etc.
- Temperature that is climate controlled with a minimum uniform temperature of 65° F for 48 hours prior to, during, and after the flooring installation, for acclimation of flooring materials.
- Protection for those areas of the flooring that are subject to direct sunlight through doors or windows by having the doors or windows covered for such time until the installation of the material is complete.
- Protection for flooring from damage and construction debris by using an appropriate floor covering until such time that the recommended initial cleaning may be performed.

NOTE: Rubber feet or rubber mats may cause permanent staining to vinyl surfaces. Ecore does not recommend the use of equipment containing rubber feet or rubber backed mats.

INITIAL CONSTRUCTION CLEANING

1. Wait a minimum of 24-48 hours before conducting the initial cleaning.
2. Remove all loose debris by sweeping or vacuum.
3. Ensure that all traces of adhesive are removed from the surface of floor using a clean white cloth dampened with mineral spirits.
4. Damp mop with a suitable neutral detergent such as Ecore's E-Cleaner, following container instructions and/or dilution chart for proper dilution ratio.

ROUTINE MAINTENANCE - The following recommendations are provided as a guideline, and the frequency can be changed to optimize the appearance.

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

NOTE: Using entryway systems or walk off mats (non-staining types) at entrances to buildings prevents dirt, sand, grit and other 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. As necessary, wet scrub with a red scrubbing pad or soft nylon brush to prevent accumulation of soil build up.

ALTERNATIVE FINISH AND MAINTENANCE OPTIONS – Alternative maintenance options may include the use of polish, sealer, wax or spray buffing. Polish is optional and not required for the Triple Threat.

1. When applying finish to the floor it is required to thoroughly clean the floor with a neutral cleaner using a buffer or auto scrubber equipped with a red pad or soft nylon brush.
2. Rinse, and allow to dry thoroughly before applying finish.
3. Apply two coats of E-Finish making sure there is adequate dry time between coats.

4. Cleaning and maintenance frequency varies based on specific traffic volume and areas of use. The use of walk off mats combined with daily sweeping and reasonable wet cleaning frequency will help minimize more extensive maintenance steps.

REMOVAL OF FLOOR FINISH – When the floor gloss level appears worn or uneven due to traffic, the floor finish can be removed and reapplied to restore the floors appearance.

1. Thoroughly sweep or vacuum the floor to remove all loose dirt and grit.
2. Apply E-Strip with a microfiber mop or sprayer and allow to remain on the floor for 10-15 minutes but do not allow stripper to dry on surface.
3. Scrub floor with buffer or auto scrubber equipped with a red pad. Speed of 175-350 rpm recommended.
4. Vacuum remaining solution, rinse and mop the floor with clear cool water and allow to dry thoroughly.
5. Apply new finish to the floor.

REGULAR CLEANING IS MORE BENEFICIAL TO THE FLOORCOVERING AND MORE COST-EFFECTIVE THAN OCCASIONAL HEAVY CLEANING.

Triple Threat Approved Maintenance Products				
Manufacturer	Initial Cleaning	pH Neutral Cleaner	Floor Finish	Stripper
Centaur www.centaurfloors.com 800-536-9007	E-Cleaner 10 oz. per gallon of cool water	E-Cleaner 10 oz. per gallon of cool water	E-Finish full strength	E-Strip 1 part stripper 4 parts cool water (32 oz/per gal)

Warranty

Centaur guarantees the Triple Threat product to be free from defects in workmanship and materials affecting wearing properties provided that the product has been installed in accordance with the installation instructions issued by us. These warranties only apply to the original purchaser.

Please see the Centaur Warranty Guide for length specifics.

Any defect must be notified to us in writing, and we reserve the right to inspect and investigate any alleged defect. If after this investigation we consider the material to be defective, at the discretion of Ecore, the sole remedy against the seller will be to repair, to replace, or to issue a credit not exceeding the selling price of the defective goods. If product is no longer available, Centaur reserves the right to substitute similar product of equal value and/or quality.

This warranty does not cover defects arising from any of the following:

1. Excessive Moisture
2. Chemical Reaction
3. Corrosion
4. Extremes in temperature
5. Abnormal usage above which the product is specified
6. Wear from chairs or other furniture without proper floor protectors
7. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasive materials
8. Sub-floor irregularities causing premature wear
9. Dissatisfaction due to improper installation and/or maintenance
10. Labor on material installed with obvious defects
11. Labor costs on repair or replacement material
12. Any discoloration or bond failure as a result of unapproved adhesives or improper substrate preparation
13. Staining or discoloration caused by rubber feet, rubber castors, rubber-backed mats, etc.
14. Damage resulting from unapproved floor care products
15. Purchase of "seconds", "remnants", or other (non-first quality) flooring materials are not covered under this warranty.

These warranties are in lieu of any other warranty expressed or implied. Centaur shall not be liable for any incidental or consequential damages which may result from a defect. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. These warranties give you specific rights, and you may also have rights which may vary from state to state. To know what your legal rights are in your state, consult your local or state Consumer Affairs Office or your State Attorney General. For complete and latest warranty information, please visit www.centaurfloors.com.



800-536-9007 www.centaurfloors.com

Manufactured in the U.S.A. by:

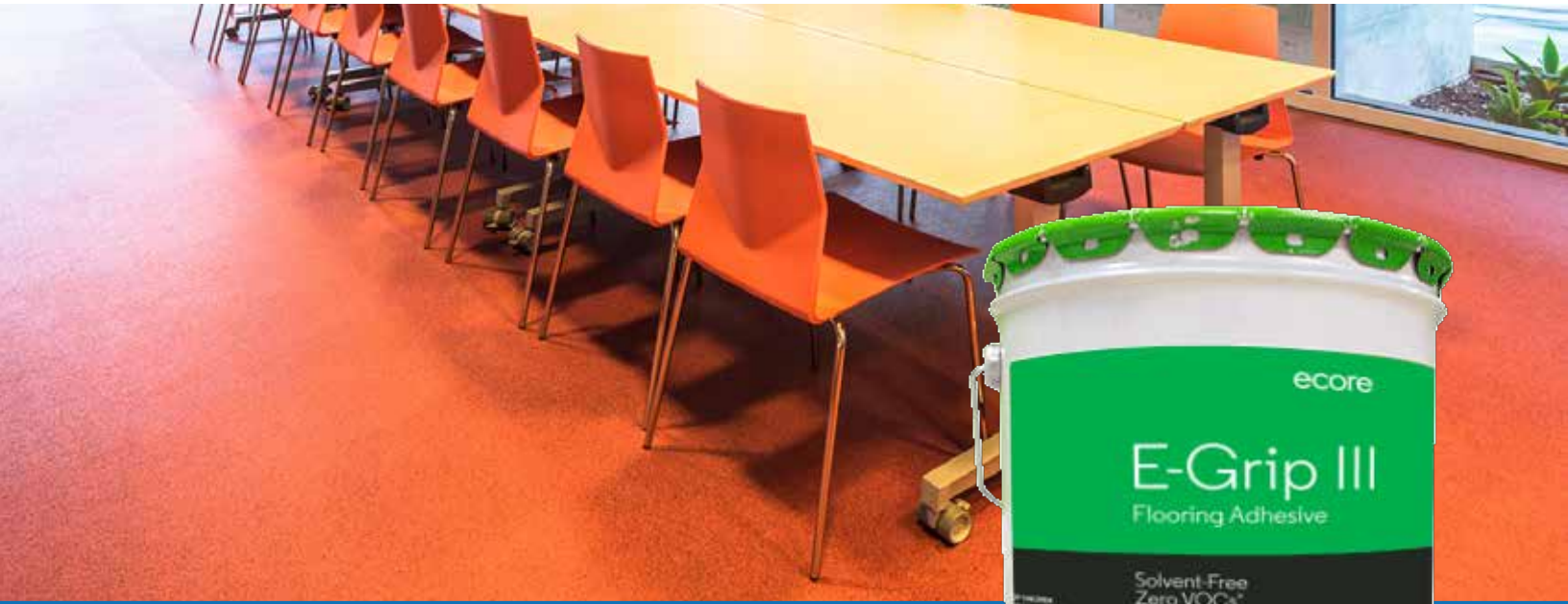
ecore

715 Fountain Ave – Lancaster, PA 17601

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Data Sheet

Accessories



E-Grip III Flooring Adhesive

E-Grip III is a zero-VOC, low odor, one-component urethane adhesive formulated specifically for use with Ecore's family of surfacing products. It features improved tack properties and has been specifically engineered to be solvent-free. With a moisture-cured, no-mix, non-sag and permanently elastic formula, it provides excellent adhesion to elastomers, concrete and wood in both indoor and outdoor applications.

Advantages

- Zero-VOC formula (SCAQMD Rule #1168)¹
- Solvent Free
- No mixing required
- Excellent curing cycle
- Very low odor
- Non-flammable
- Available in 4 gallon pails and 28 oz cartridges
- Meets Collaborative for High Performance Schools (CHPS) Low-Emitting Materials criteria (CA Section 01350)²
- Can contribute towards obtaining LEED credits

Adhesive Type	Single component polyurethane	Maximum RH	85% per ASTM F-2170
Color	Gray	Freeze/Thaw Stability	Stable
Antimicrobial	Yes	Application Temp	40°F to 100°F
Adhesive Cure System	Moisture-cured	Flashpoint	>500°F
Voc Content	0 lbs/gal (calculated)	Shelf Life	12 Months
Solvents	0 lbs/gal (calculated)	Working Time	30-40 Mins

Trowel Size

Trowel Size	Approximate Coverage
1/16" x 1/32" x 1/32" U-notch	140 sq ft/gal
1/16" x 1/16" x 1/16" square notch	95 sq ft/gal
1/8" x 1/8" x 1/8" square notch	60 sq ft/gal

Technical Data

For technical data, please visit ecoreintl.com

Health and Hazard Ratings

	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	None	C

For handling and precautionary information, reference the product label and material safety data sheet.

¹ SCAQMD is the California "South Coast Air Quality Management District" Rule 1168 for adhesive flooring and sealant applications. The VOC content in E-Grip III complies with all adhesive applications listed by the SCAQMD.

² E-Grip III flooring adhesive meets the testing and product requirements of the California Department of Public Health (CDPH) Standard Method v. 1.1-2010 (Emissions Testing Method for CA Specification 01350).

All data statements and information presented herein are believed to be accurate and reliable but are not to be taken as a guarantee, express warranty or merchantability or fitness for a particular purpose, or representation, express or implied, for which seller assumes legal responsibility, and they are offered solely for your consideration, investigation and verification.



ARDEX FEATHER FINISH®

Self-Drying, Cement-Based Finish Underlayment

Self-drying, finishing underlayment

Provides a smooth surface prior to the installation of floor covering over a variety of substrates

A blend of Portland cement and other hydraulic cements

Exceptional bond strength

Easy to mix and apply

Suitable for castor wheels (EN 12 529)

Mixes with water only

True featheredge

Superior coverage - up to 300 sq. ft. per bag*

Mold and mildew resistant

Install floor coverings in as little as 15 minutes

Interior use only



10 YEAR PRODUCT WARRANTY

systemONE™
warranty

ARDEX Americas
400 Ardex Park Drive
Aliquippa, PA 15001 USA
724-203-5000
888-512-7339

ARDEX FEATHER FINISH®

Self-Drying, Cement-Based Finish Underlayment

Description and Usage

ARDEX FEATHER FINISH® is an underlayment formulated from a blend of Portland cement and other hydraulic cements that provides a smooth, permanent finish for a variety of substrates prior to the installation of today's demanding floor coverings, including 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 all types of interior concrete, masonry, wood, terrazzo, and ceramic and quarry tile - as well as properly prepared residues of cutback and other non-water-soluble adhesives on concrete - 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 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.

ARDEX FEATHER FINISH also may be used as an embossing filler when mixed with ARDEX P 82™ ULTRA PRIME. Please read the instructions under "Embossing Filler."

Substrate Preparation

For all of the substrates listed below, acid etching, adhesive removers, solvents and sweeping compounds are not acceptable means for cleaning the substrate. Substrate and ambient temperatures must be a minimum of 50°F (10°C) for the installation of ARDEX products. For more detailed information on substrate preparation, please refer to the ARDEX Substrate Preparation Brochure at www.ardexamericas.com.

CONCRETE: All concrete substrates must be solid, thoroughly clean and free of oil, wax, grease, asphalt, latex and gypsum compounds, curing compounds**, sealers and any contaminant that might act as a bond breaker. If necessary, mechanically clean the floor down to sound, solid concrete by shot blasting, grinding or similar. Over-watered, frozen or otherwise weak concrete surfaces must also be cleaned down to sound, solid concrete by mechanical methods. Acid etching, adhesive removers, solvents and sweeping compounds are not acceptable means for cleaning the substrate. Sanding equipment is not an effective method to remove curing and sealing compounds.

****NOTES ON CURING COMPOUNDS:** Test areas of ARDEX FEATHER FINISH can be installed and evaluated over concrete slabs that have been treated with either silicate or acrylic resin curing compounds. These compounds must be installed in strict accordance with the compound manufacturer's written recommendations. If a silicate type has been used, all residual salts must be removed. For instructions on priming concrete with acceptable curing compounds, please refer to the Priming section of this brochure.

Please be advised, however, that there are a number of curing compounds sold today that are wax- or petroleum-based emulsions. These are permanent bond breakers that must be removed completely prior to patching or leveling. Dissipating compounds must also be removed completely by mechanical means prior to installing any ARDEX material.

It is imperative to be able to determine the type of curing compound that was used before proceeding. Any curing compound that cannot be identified should be completely, mechanically removed.

ADHESIVE RESIDUES ON CONCRETE: ARDEX FEATHER FINISH also can be installed over non-water-soluble adhesive residue on concrete only. The adhesive must first be tested to make certain it is not water-soluble. Water-soluble adhesives must be removed mechanically down to clean concrete. The existing adhesive also must be tested to verify that it does not interact with the new flooring adhesive, and the new flooring must be tested to ensure it is not susceptible to bleed through of the existing adhesive. If adhesive interaction and/or migration are a concern, install an ARDEX self-leveling material such as ARDEX K 15® Premium Self-Leveling Underlayment.

Non-water-soluble adhesives should be prepared to a thin, well-bonded residue using the wet-scraping technique as recommended by the Resilient Floor Covering Institute (www.rfci.com) to remove thick areas and adhesive build-up, as well as any areas that are weak or not well bonded to the concrete. Any existing patches below the adhesive must be removed completely.

OTHER NON-POROUS SUBSTRATES: ARDEX FEATHER FINISH also can be applied over other clean, sound and solidly bonded non-porous substrates, including terrazzo, burnished concrete, epoxy coating systems, and ceramic and quarry tile. The substrate must be clean, including the complete removal of existing waxes and sealers, dust, dirt, debris and any other contaminant that may act as a bond breaker. Substrate preparation must be by mechanical means, such as shot blasting.

GYPSUM: ARDEX FEATHER FINISH can be installed over gypsum underlayments that are sound, solid, well bonded and properly primed. For instructions on priming gypsum underlayments, please refer to the Priming section below. The gypsum must be thoroughly clean and free of dirt, debris, sealers and any contaminant that might act as a bond breaker. If necessary, mechanically clean the floor down to sound, solid gypsum by shot blasting, grinding or similar.

Please be advised, however, that the fact remains that the substrate is gypsum, and therefore has inherent weakness. ARDEX FEATHER FINISH will provide a solid surface to which new flooring can bond, but cannot change the fact that a weak substrate lies below.

The wood subfloor must be constructed according to prevailing building codes and must be solid and securely fixed to provide a rigid base free of undue flex. Any boards exhibiting movement must be re-nailed. The surface of the wood must be clean and free of oil, grease, wax, dirt, varnish, shellac and any contaminant that might act as a bond breaker. If necessary, sand down to bare wood. A commercial drum sander can be used to sand large areas. Do not use solvents, strippers or cleaners. Vacuum all dust and debris. It is the responsibility of the installation contractor to ensure that the wood subfloor is thoroughly clean and properly anchored prior to the installation of any ARDEX material.

Some flooring manufacturers recommend a finish-grade wood underlayment be installed over the existing wood subfloor. If necessary, ARDEX FEATHER FINISH can be used to smooth fasteners and/or joints in the wood underlayment. Please note that the wood underlayment must be suitable for the installation of the specific floor covering and must be installed in accordance with the wood underlayment manufacturer's recommendations.

METAL: Metal substrates must be rigid, well supported, properly anchored, and free of undue flex and vibration. They must also be clean, including the complete mechanical removal of rust, corrosion and any contaminant that may act as a bond breaker. It is the responsibility of the installation contractor to ensure that this is so. To prevent rust from recurring, steel surfaces must be coated with an anticorrosive epoxy coating and allowed to dry thoroughly. The coating must be installed in strict accordance with the coating manufacturer's written recommendations and allowed to cure fully. Lead, copper and aluminum do not need to be coated with an anticorrosive coating.

NOTE ON ASBESTOS-CONTAINING MATERIALS: Please note that when removing existing flooring, any asbestos-containing materials should be handled and disposed of in accordance with applicable federal, state and local regulations.

For all of the above cases, acid etching, adhesive removers, solvents and sweeping compounds are not acceptable means for cleaning the substrate. Substrate and ambient temperatures must be a minimum of 50°F (10°C) for the installation of ARDEX products. For more detailed information on substrate preparation, please refer to the ARDEX Substrate Preparation Brochure at www.ardexamericas.com.

Recommended Tools

ARDEX T-2 Ring Mixing Paddle, mixing bucket, margin trowel, steel trowel, razor scraper, and a 1/2" (12 mm) heavy-duty drill (min. 650 rpm).

Priming

NOTE: ARDEX primers may require longer drying time with low surface temperatures and/or high ambient humidity. Do not install ARDEX FEATHER FINISH before the primer has dried thoroughly.

GYPSUM: If the substrate is a gypsum underlayment that will not be removed, double priming of the gypsum is necessary to consolidate what may be a dusty surface prior to installing ARDEX FEATHER FINISH. Make an initial application of ARDEX P 51™ PRIMER mixed with 3 parts water, and apply using a soft push broom. Do not leave any bare spots. Remove all puddles and excess primer. Allow thorough drying such that the film of primer does not re-emulsify in water (approximately 1 to 3 hours) before proceeding with the second application of ARDEX P 51 diluted 1:1 with water. Allow thorough drying to a clear, thin film (min. 3 hours, max. 24 hours).

NON-POROUS SUBSTRATES: ARDEX FEATHER FINISH will bond to some non-porous substrates, such as burnished concrete, terrazzo, and ceramic and quarry tile, without the use of a primer. Other non-porous substrates, such as epoxy coating systems and concrete treated with silicate compounds, must be primed with ARDEX P 82 ULTRA PRIME. Follow the mixing instructions on the container, and apply with a short-nap or sponge paint roller, leaving a thin coat of primer. Do not leave any bare spots. Brush off puddles and excess primer. ARDEX P 82 should be applied within 1 hour of mixing. Allow primer to dry to a thin, slightly tacky film (min. 3 hours, max. 24 hours).

NOTE: If an approved acrylic curing compound is used, test the surface for porosity. If the concrete is porous, no primer is needed. If it is non-porous, prime with ARDEX P 82.

METAL: Prime the prepared metal with ARDEX P 82 ULTRA PRIME. Follow the mixing instructions on the container, and apply with a short-nap or sponge paint roller, leaving a thin coat of primer. Do not leave any bare spots. Brush off puddles and excess primer. ARDEX P 82 should be applied within 1 hour of mixing. Allow primer to dry to a thin, slightly tacky film (min. 3 hours, max. 24 hours).

Joins and Cracks

Under no circumstances should ARDEX FEATHER FINISH be installed over any moving joints or moving cracks. All existing expansion joints, isolation joints and construction joints, as well as all moving cracks, must be honored up through the underlayment and flooring.

Please be advised that while dormant control joints and dormant cracks in the slab may be filled with a trowel-grade material such as ARDEX FEATHER FINISH prior to installing finish flooring, this filling is not intended to act as a repair method that will eliminate the possibility of joints and cracks telegraphing. ARDEX FEATHER FINISH is a non-structural material and is, therefore, unable to restrain movement within a concrete slab. This means that while some dormant joints and dormant cracks may not telegraph up into the finish flooring, cracks will telegraph in any area that exhibits movement, such as an active crack, an expansion or isolation joint, or an area where dissimilar substrates meet. We know of no method to prevent this telegraphing from occurring.

Mixing and Application

For one 10 lb. (4.5 kg) bag of ARDEX FEATHER FINISH, use 2 1/2 quarts (2.4 L) of clean water. Pour the 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 a 1/2" (12 mm) heavy-duty drill (min. 650 rpm). Mechanical mixing will produce a creamier, smoother consistency without the need for additional water. **DO NOT OVERWATER!** Additional water will weaken the compound and lower its strength. To mix smaller quantities by hand, use 2 parts of powder to 1 part of water by volume. 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 15-20 minutes at 70°F (21°C). If stiffening or surface skinning occurs within this time, remix before using. **Do not add more water.**

After mixing, apply the ARDEX FEATHER FINISH to the substrate with the flat side of a steel trowel to obtain a solid mechanical bond before applying the desired thickness. Apply sufficient pressure to fill all defects and to feather the product onto the subfloor surface.

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, must be 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 perimeter-bonded flooring.

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

For example, mix 1 cup (8 oz.) of ARDEX P 82 Part A with 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 1/2" heavy-duty drill to a creamy consistency, or use a margin trowel and mix vigorously for 2 to 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 approx. 50 sq. ft., depending upon the depth of the embossing pattern.) If additional filling or smoothing is required after the pattern is filled, 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.

Thickness of Application

ARDEX FEATHER FINISH can be installed from a true featheredge up to 1/2 in. (12.7 mm) over large areas. It can also be installed up to any thickness in small, well-defined areas, such as thresholds and birdbaths, as well as for height transitions. There is no minimum thickness requirement for this product. Use the least amount possible to attain the desired smoothness. The thickness of the application should be calculated based on the surface profile of the substrate and the specified tolerances of the floor covering.

Wear Surface

ARDEX FEATHER FINISH is not to be used as a permanent wear surface, even if coated or sealed. ARDEX FEATHER FINISH must be covered by a suitable floor covering material such as carpet, vinyl flooring, ceramic tile, etc. For resurfacing and leveling indoor concrete floors in warehouses, storage areas, hallways or other areas where a wear surface is required, use ARDEX SD-M™ DESIGNER FLOOR FINISH™.

Installation of Flooring

As soon as the ARDEX FEATHER FINISH can be worked on without damaging the surface (15-20 minutes), standard floor coverings such as ceramic tile, VCT, sheet vinyl and carpeting can be installed. If installing wood flooring, or, if high-performance adhesives will be used, such as epoxies or urethanes, please note that the ARDEX FEATHER FINISH must first be allowed to cure for 16 hours. All flooring adhesives that are compatible with concrete are compatible with ARDEX FEATHER FINISH®.

Drying time is a function of jobsite temperature and humidity conditions, as well as the installation thickness. Low substrate temperatures and/or high ambient humidity will extend the drying time. Adequate ventilation and heat will aid drying.

It is important to note that many different types of adhesives are used to install floor coverings, and their absorbcency into cementitious substrates can vary significantly. 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 (1 to 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.

Notes

FOR PROFESSIONAL USE ONLY.

When mixed and installed in accordance with our recommendations, an installation of ARDEX FEATHER FINISH® with finish flooring is suitable for castor wheels in accordance with EN 12 529. Please note that it must be verified that the finish flooring and the adhesive are suitable for the specific castor wheel traffic.

ARDEX FEATHER FINISH® is approved to be used on concrete with RH Levels up to 99%. There should be no moisture sources other than the excess water in the concrete itself. Hydrostatic pressure, plumbing leaks, flood factors and other sources of water infiltration must be identified and corrected prior to installation. For installations on- or below-grade, an effective and intact vapor retarder must be directly below the concrete in conformance with ASTM E1745. As ARDEX underlayments allow for the free passage of concrete moisture into the flooring assembly, the moisture conditions must be within the limitations of the intended finish surface materials. In other words, if the RH is 99%, and the adhesive or the finish flooring is only suitable for use at up to 95%, moisture mitigation would be required. Verify concrete surface dryness by mat testing in conformance with ASTM D4263.

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 Moisture Control Systems. For further information, please refer to the ARDEX Technical Brochures.

Always install an adequate number of properly located test areas, including the finish flooring, to determine the suitability of the products for the 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.

Never mix with cement or additives other than ARDEX-approved products. Observe the basic rules of concrete work. Do not install below 50°F (10°C) surface and air temperatures. Install quickly if the substrate is warm, and follow warm weather instructions available from the ARDEX Technical Service Department.

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

Carefully read and follow all precautions and warnings on the product label. For complete safety information, please refer to the Material Safety Data Sheet (MSDS) available at www.ardexamericas.com.

Technical Data According to ARDEX Quality Standards

All data based on a mixing ratio of 2 parts powder to 1 part water by volume at 70°F (21°C). Physical properties are typical values and not specifications.

Mixing Ratio:	2 1/2 quarts (2.4 L) of water per 10 lb. (4.5 kg) bag For smaller batches, use 2 parts powder to 1 part water by volume
*Coverage:	16.7 sq. ft. per bag at 1/4" (1.5 sq. m at 6 mm) 33.3 sq. ft. per bag at 1/8" (3.09 sq. m at 3 mm) 100-300 sq. ft. (9.2-27.8 sq. m) per bag at a skim coat Coverage will vary depending on the texture of the surface being smoothed.
Install Flooring:	15-20 minutes at 70°F (21°C)
VOC:	0
EN 12 529:	Suitable for castor wheels with finish flooring.
Packaging:	10 lb. (4.5 kg) net weight bag
Storage:	Store in a cool, dry area. Do not leave bags exposed to sun. Protect unused material by removing air from bag and sealing tightly.
Shelf Life:	9 months, if unopened
Warranty:	ARDEX Engineered Cements Standard Limited Warranty applies. Also eligible for the ARDEX/HENRY SystemOne™ Warranty when used in conjunction with select HENRY® Flooring Adhesives.

IMPORTANT TECHNICAL UPDATES

Technical update effective 2018-04-27:
ARDEX Underlayments and Non-Porous Substrates

[CLICK HERE](#)

Technical update effective 2019-07-16:
ARDEX Underlayments and 99% RH

[CLICK HERE](#)

Made in the USA.

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Revised 09-03-2019. Published Insert date of publication in 09-06-2019. Supersedes all previous versions. Check www.ardexamericas.com for most recent version and for technical updates, which may supersede the information herein.

Visit www.youtube.com/ARDEX101 to watch ARDEX Americas product videos.

For easy-to-use ARDEX Product Calculators and Product Information On the Go, download the ARDEX App at the iTunes Store or Google Play.



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JOHNSONITE RESILIENT WALL BASE

Traditional Wall Base

Product Specification

1. PROPRIETARY PRODUCT/MANUFACTURER

1.1. Proprietary Product: Thermoplastic Wall Base

1.2. Manufacturer:

Tarkett Phone: (800) 899-8916
30000 Aurora Rd. (440) 543-8916
Solon, Ohio 44139 Tech: Ext 9297
Web: www.tarkettna.com Samples: Ext 9299
E-mail: info@johnsonite.com

1.3. Proprietary Product Description:

1.3.1. **Construction:** Johnsonite Traditional Wall Base is manufactured from a proprietary rubber and vinyl formulation designed specifically to meet the performance and dimensional requirements of ASTM F-1861, Type TV (Thermoplastic Vinyl) and TP (Thermoplastic Rubber), Group 1 (solid), Style A and B, Standard Specification for Resilient Wall Base.

1.3.2. Styles/Physical Characteristics:

Rubber Wall Base

- **Traditional:** DC-XX with toe (coved) or DCT-XX for toeless (straight), 0.125" (3.17 mm) thickness, 2-1/2" (6.35 cm), 4" (10.16 cm), 4 1/2" (11.4 cm) or 6" (15.24 cm) height

Available in 4' (1.22 m) straight lengths and 120' (36.58 m) coiled lengths. The 6" (15.24 cm) high profile available in 4' (1.22 m) straight lengths and 100' (30.48 m) coiled lengths

- **Wall Art:** WA-XX w/toe (coved), 0.125" (3.17 mm) thickness, 4" (10.16 cm) height

Available in 4' (1.22 m) straight lengths only

- **Inside and Outside Corners** available with 4" (10.16 cm) returns packaged 25 per carton, add LIC (Inside corners) or LOC (Outside corners)

Vinyl Wall Base

- **Traditional:** CB-XX with toe (coved) or CBT-XX toeless (straight), 0.125" (3.17 mm) or 0.080" thickness, 2-1/2" (6.35 cm), 4" (10.16 cm), or 6" (15.24 cm) height

Cartons size: Available in 4' (1.22 m) straight lengths and 120' (36.58 m) coiled lengths. The 6" (15.24 cm) high profile available in 4' (1.22 m) straight lengths and 100' (30.48 m) coiled lengths

- **Inside and Outside Corners** available with 4" (10.16 cm) returns packaged 25 per carton, add LIC (Inside corners) or LOC (Outside corners)

2. PRODUCT PERFORMANCE AND TECHNICAL DATA

2.1. Meets or exceeds the performance requirements for resistance to heat/light aging, chemicals, and dimensional stability when tested to the methods, as described, in ASTM F-1861.

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. **Chemical resistance (ASTM F 925):** Passes – 5% acetic acid, 70% isopropyl alcohol, mineral oil, 5% sodium hydroxide solution, 5% hydrochloric acid solution, 5% sulfuric acid solution, 5% household ammonia solution, and 5.25% household bleach solution

2.4. **Resistance to light (ASTM F 1515):** $\Delta E < 8$

2.5. Fire Resistance:

Vinyl Wall Base

ASTM E 648 (NFPA 253): Critical Radiant Flux – Class I

ASTM E 84/NFPA 255 (Flame/Smoke) – Class B, < 450

Rubber Wall Base

ASTM E 648 (NFPA 253): Critical Radiant Flux – Class I

ASTM E 84/NFPA 255 (Flame/Smoke) – Class C, < 450

3. INSTALLATION

3.1. See Johnsonite wall base installation instructions for complete details.

3.2. Adhesives:

- **Tarkett 960 Cove Base Adhesive** (Porous surfaces):

Application: 1/8" x 1/8" x 1/8" square notched trowel

Approximate coverage:

2 1/2" high – 300 to 350 linear feet/gallon

4" high – 200 to 250 linear feet/gallon

6" high – 100 to 150 linear feet/gallon

- **Tarkett 946 Premium Contact Adhesive** (Non-porous surfaces)

Application: Brush or roller

Approximate coverage:

1 kg Unit (0.95 Qt) – 24 to 36 sq. ft.

6 kg Unit (1.44 Gal.) – 144 to 215 sq. ft.

4. AVAILABILITY AND COST

Available through authorized Tarkett distributors nationwide.

5. WARRANTY

Limited 2 year warranty. For complete details, contact Tarkett or an authorized Tarkett distributor.

JOHNSONITE RESILIENT WALL BASE

Traditional Wall Base

Product Specification

6. MAINTENANCE

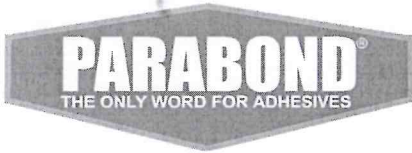
72 hours after installation is completed, initial maintenance procedures must be implemented in accordance with manufacturer's requirements. Refer to Johnsonite Resilient Wall Base Installation & Maintenance Instructions for complete maintenance details.

7. TECHNICAL SERVICES

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

For current Installation and Maintenance Instructions, Product Specifications, and other technical data, visit us on the web at www.tarkettna.com or contact Tarkett at 1-800-899-8916.





Fusion Series Fusion X Wall Base Adhesive

Fusion Series

DESCRIPTION:

FUSION X Wall Base Adhesive is a premium solvent-free adhesive with fast, aggressive wet suction to grip rubber and vinyl wall base. FUSION X can be used over most interior wall surfaces with the exception of vinyl wall covering and other similar non-porous surfaces that prevent the curing of any latex-based adhesive.

Fusion Series Fusion X Wall Base Adhesive, manufactured by Royal Adhesives and Sealants, is LEED compliant and is also compliant with South Coast Air Quality Management District Rule 1168.

DIRECTIONS:

1. Adhesive, wall base and job site must be conditioned at 65°F - 80°F for 48 hours before and after installation.
2. Use only on structurally sound surfaces, dry wall, concrete block, brick, plywood, paneling, masonry, plaster, etc.
3. Apply to surfaces that are clean, dry, and free from dust, wax and grease. Remove loose paint, plaster, old adhesive and other contaminants that would interfere with adhesion.
4. Cement or plaster must be thoroughly seasoned and dry.
5. With a 1/8" square or V-notched spreader, spread on back of base or wall surface.
6. Press base firmly into place immediately after application of adhesive.
7. Wrapped base or rolled base should lay flat for 24 hours before application.
8. For best results, it is recommended to wipe the back of rubber wall base with Mineral Spirits to remove residual mold release from manufacture.

DO NOT APPLY OVER NON-POROUS SURFACES SUCH AS MASONITE, PLASTIC LAMINATES OR VINYL WALL COVERINGS.

RECOMMENDED SUBSTRATES:

- Porous Concrete
- Properly Prepared Gypsum
- APA Approved Plywood
- Drywall
- Fully Cured Masonry walls

RESTRICTIONS:

1. For interior installations only.
2. Do not install when ambient temperature is not between 60°F & 95°F.

3. Do not install when ambient relative humidity is above 65%.
4. It is the sole responsibility of the installer to determine the suitability and compatibility of the adhesive for the user's intended use.

CLEAN-UP:

Remove wet adhesive immediately with a damp cloth. Use Mineral Spirits or Parabond® M-315 Cleaner to remove dried adhesive. **CAUTION: Mineral Spirits are flammable. Read and follow all precautions on container label.**

PACKAGING:

- One 4 Gallon Pail
- Four x 1 Gallon Case
- 30 oz Tubes

WARRANTY:

Royal Adhesives and Sealants offers a limited warranty for this product when used in accordance with printed specifications. A copy of the limited warranty can be obtained by calling technical service at 800-763-7272 or visiting www.parabond.com.

COVERAGE:

Approximately 55-60 linear feet of 4" base per 30 oz tube.
Approximately 150-200 linear feet of 4" base per gallon.



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www.parabond.com
3/21/2017



Fusion Series Fusion X Wall Base Adhesive

Fusion Series

TROWEL	ESTIMATED SPREAD RATE
<p>1/8" x 1/8" x 1/8" SQ</p>	Approximately 150-200 linear feet of 4" base per gallon
<p>1/8" x 1/8" x 1/8" V</p>	Approximately 150-200 linear feet of 4" base per gallon

Technical Data	
Base Polymer	Acrylic Polymer
Color	Light Straw
Solids	54-59%
VOC Content	<1 gram per liter
pH	9.3
Consistency	Paste
Trowelability	Light, Easy
Shelf Life	One Year in Unopened Container
Storage	40°F-95°F
Application Temperature	65°F-95°F (18°F-35°C)
Open Time	Up to 30 minutes
Freeze Thaw Stability	5 cycles @ 20°F



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 3/21/2017

AGREEMENT FOR 2022 – 536 S. MCALISTER AVENUE FLOORING INSTALLATION

This Agreement for the _____ (the “Agreement”) is made this ___ **day** of _____, **2022**, by and between the Waukegan Park District, an Illinois park district (“Park District”) and _____, an Illinois corporation (“Contractor”). Park District and Contractor are hereinafter sometimes collectively referred to as the “Parties” or individually as “Party.”

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work at _____, Waukegan, Illinois 60085 (“Project Site(s)”: _____, and all other and incidental and collateral work necessary to properly complete the project (the “Work”), as indicated in Contractor’s Proposals, dated _____, **2022**, attached to and incorporated as part of this Agreement as **Exhibit B** (“Contractor’s Proposal”).

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; **the Bid/Project Documents/Specifications: 2022 – 536 S. McAlister Flooring Installation, attached to and incorporated as part of this Agreement as Exhibit A;** Contractor’s Proposals, attached to and incorporated as part of this Agreement as **Exhibit B;** Contractor’s Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit C;** Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance, attached to and incorporated as part of this Agreement as **Exhibit D;** Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as **Exhibit E;** **Performance and Labor and Material Bonds, attached to and incorporated as part of this Agreement as Exhibit F-1 and F-2;** and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Contractor shall commence the Work immediately upon receipt of a Notice to Proceed issued by the Park District for the Work. Contractor shall achieve Final Completion of the Work on or before **November 30, 2022.**

4. Performance and Supervision of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with

other contractors used by Park District for any other work at the Project Site. Contractor shall supervise and direct the Work using Contractor’s best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Performance and Payment Bonds

Prior to beginning Work, Contractor shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of **110% of the Contract Sum**, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an “A” rating and a financial rating of at least “A VII” in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. Contractor and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Contractor shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in the Contract Documents. The Performance Bond and Labor and Materials/Payment Bond will become a part of the Contract Documents.

6. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows: Lump Sum of _____ Dollars and _____ Cents (\$_____).

The foregoing Lump Sum payment includes the following alternates, if any: N/A

7. Payment

Payment shall be made by the Park District to the Contractor upon the Park District’s receipt of: a) a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice; b) Contractor’s and all subcontractor’s waivers of liens to date for all labor and materials used in the Work; and c) Contractor’s affidavit, containing such information to comply with the Illinois Mechanics Lien Act (770 ILS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used on the Work, including names and addresses of subcontractors and materials suppliers, amounts paid to each, together with all other documents as shall be necessary, in the sole judgment of the Park District, to waive all claims of liens to date and comply with all applicable state and local laws. All waivers of lien shall include a representation by the Contractor that all labor has been paid in accordance with Illinois prevailing wage laws and all materials have been taken from fully paid stock and transported to

the job site in the Contractor's own vehicles or supporting waivers of lien from material suppliers and transporters are attached.

Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

8. Cleaning Up

Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project Site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract Documents. Contractor shall strictly comply with all laws and regulations pertaining to same and shall be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

9. Warranty; Correction of Work

Contractor warrants to the Park District that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, all warranties shall become effective on the date of Final Completion of the entire Work, and shall run for a **twelve (12) month period**, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern.

Contractor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Work by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by the Contractor or subcontractors contrary to the Park District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Work was performed.

10. Safety of Persons and Property

- A. Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - iii. other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.
- F. Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents and general workplace safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Park District.

11. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this

section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

C. Should this agreement be terminated due to the inability or unwillingness of the Contractor to perform the work described under this agreement, the Contractor is responsible for paying any and all costs associated with the termination, including but not limited to, a new bid to procure services for project completion, fees to secure the worksite until work can be completed, and attorney's fees. After a formal bidding process has been completed by the Park District, and a new contractor is selected, based on statutorily defined procedure, the Contractor is also responsible for paying any cost above that which he/she had originally bid in the Bid Document.

12. Insurance

Contractor will procure and maintain the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

13. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D**.

14. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Contractor's Compliance and Certifications Attachment. Contractor shall be licensed **and bonded** to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

15. Local, Women, and Minority Hiring Encouraged

Contractor shall use reasonable effort to employ local, women, and minority. Additionally, Contractor shall use reasonable effort to utilize local, women, and minority owned Subcontractors.

16. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges

that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

18. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

20. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

25. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

26. No Waiver of Tort Immunity Defenses

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WAUKEGAN PARK DISTRICT

By: _____
Janet Kilkelly

Its: President, Board of Commissioners

By: _____
Printed Name: _____

Its: _____

