



June 14, 2019

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2019 BELVIDERE RECREATION CENTER FLOORING

Bids are due on Wednesday, **June 26, 2019 at 9:00 AM.** at the Administrative Office, 1324 Golf Road, Waukegan, IL 60087. The bids should be clearly labeled **“2019 Belvidere Recreation Center Flooring”**.

A pre-bid meeting will be held at the Belvidere Recreation Center, 412 S. Lewis Avenue, Waukegan, Illinois, at 9:00 am, June 19, 2019. 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 **P**ARK DISTRICT

BID DOCUMENTS/PROJECT MANUAL: 2019 BELVIDERE RECREATION CENTER FLOORING

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**DATE OF ADVERTISEMENT:
JUNE 14, 2019**

**PRE-BID MEETING:
JUNE 19, 2019
9:00 AM
BELVIDERE RECREATION CENTER
412 S. LEWIS, WAUKEGAN, IL 60085**

**DUE DATE & BID OPENING:
JUNE 26, 2019
9:00 AM
WAUKEGAN PARK DISTRICT ADMINISTRATIVE CENTER
1324 GOLF ROAD
WAUKEGAN, IL 60087**

**TENTATIVE DATE OF BID APPROVAL:
JULY 2, 2019
4:30 PM**

DELIVER/MAIL BID TO

**KRISTY DE BOER
MARKED "SEALED BID: 2019 BELVIDERE RECREATION CENTER
FLOORING"
WAUKEGAN PARK DISTRICT ADMINISTRATIVE CENTER
1324 GOLF ROAD
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. 2019 Belvidere Recreation Center Flooring

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.**

A pre-bid meeting will be held at Belvidere Recreation Center at 412 S. Lewis Avenue, Waukegan, Illinois, at 9:00 a.m. on Wednesday, June 19, 2019. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owners ~~and/or Architect~~. **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 “Waukegan Park District, 2019 BELVIDERE RECREATION CENTER FLOORING”. The envelope shall be addressed and delivered to and received by the Park District at the following location: Waukegan Park District Administrative Center, 1324 Golf Road, 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 9:00 AM on WEDNESDAY, JUNE 26, 2019. 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 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 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.

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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. 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: JUNE 14, 2019

WAUKEGAN PARK DISTRICT

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: **2019 BELVIDERE RECREATION CENTER FLOORING**," and addressed and delivered to and received by the Park District at the following location: Waukegan Park District Administrative Center, 1324 Golf Road, Waukegan, Illinois 60087. Bids shall be received until **9:00 AM on WEDNESDAY, JUNE 26, 2019**. 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 kdeboer@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, PARK PLANNER, AT 847-360-4719 OR BY EMAIL AT [KDEBOER@WAUKEGANPARKS.ORG](mailto:kdeboer@waukeganparks.org)**.

A Pre-bid Meeting will be held at **BELVIDERE RECREATION CENTER AT 412 S. LEWIS AVENUE**, Waukegan, Illinois, at **9:00 AM on WEDNESDAY, JUNE 19, 2019**. 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 will 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.

Attached to the Bid 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 Form provided could 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 contact 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 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.

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The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, 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 comprise the Bid Documents. The Bid Documents, together with the Standard /Form of

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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 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 or fax to each Bidder of record. 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 JULY 2, 2019, 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: SEPTEMBER 27, 2019

Final Completion: OCTOBER 4, 2019

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.

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 **2019 BELVIDERE RECREATION CENTER 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

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: <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. 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 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.
- 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 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 SEPTEMBER 27, 2019 with Final Completion by OCTOBER 4, 2019.
 - 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

- 1. Insurance
 - A. 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).

WAUKEGAN PARK DISTRICT

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.

B. 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.

C. 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.

D. 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.

E. General Insurance Provisions

1. 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 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.

2. 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.

3. 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.

4. 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.

5. 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.

2. Indemnification

A. 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 negligent 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 any party or person described in this Agreement.

B. 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.

C. "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.

D. 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

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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

**2019 BELVIDERE RECREATION CENTER FLOORING
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID PROPOSAL FORM

4.01 BID TO:

Waukegan Park District
(hereinafter called "Owner")
1324 Golf Road
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:

**2019 BELVIDERE RECREATION CENTER 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 an 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 TOTAL BASE BID PRICE

A. Base Bid Price (Guaranteed Maximum Price)

For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sum:

1. TOTAL (WRITTEN OUT) _____ DOLLARS

\$ _____

(Includes \$5,000 allowance in bid for undetermined work)

B. Alternate Bid Price (Guaranteed Maximum Price)

For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sum:

- 1. Install porcelain tile in place of vinyl cove base in lobby and front desk area.

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>
▪ Provide and install Vinyl Cove Base _____	\$ _____ (LF)
▪ Hourly billable rate for additional work _____	\$ _____ (Per Hour)

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 OCTOBER 4, 2019.

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,

WAUKEGAN PARK DISTRICT

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.

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

WAUKEGAN **P**ARK DISTRICT

Sworn and Subscribed to before me this _____ day of _____, 2019.

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

2019 BELVIDERE RECREATION CENTER 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 page)

PROJECT LIST

List three (3) of the largest projects completed in the past three (3) years which are similar in scope to the **2019 BELVIDERE RECREATION CENTER 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 <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. 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. 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.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered 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,

WAUKEGAN PARK DISTRICT

in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- L. 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.

- M. 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.

- N. 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)

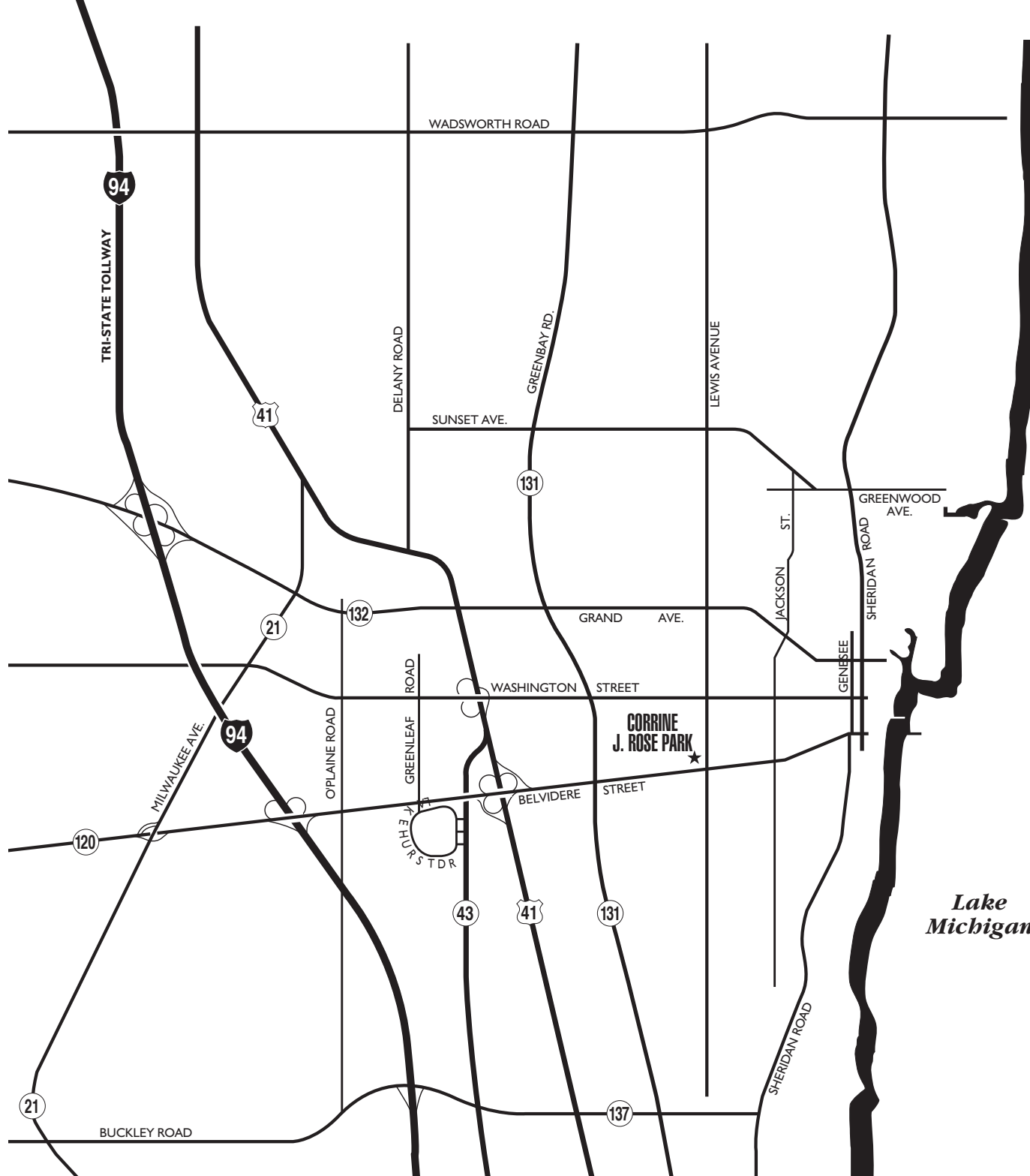
Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

WAUKEGAN PARK DISTRICT

Corrine J. Rose Park

412 S. Lewis Avenue
Waukegan, Illinois 60085-6172
(847) 360-4725



Lake Michigan

LEGEND

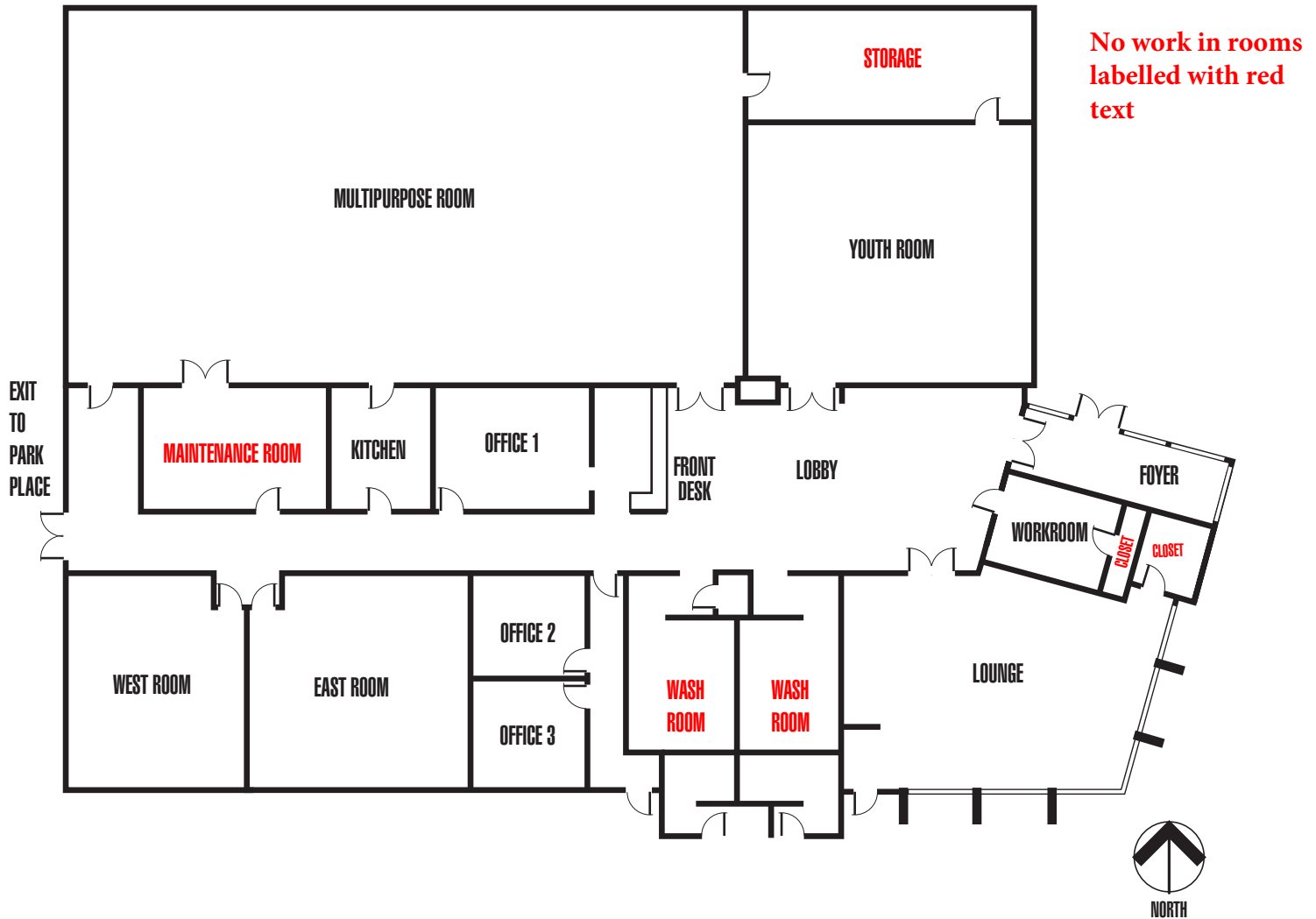
- MAJOR ROADS
- HIGHWAYS
- INTERSTATE



NORTH SCALE IN MILES (MAIN MAP)

WAUKEGAN PARK DISTRICT

Belvidere Recreation Center 2019 Interior Painting Floor Plan



Belvidere Recreation Center
412 South Lewis Avenue
Enter from Lewis Avenue, one block north of Belvidere Street.

WAUKEGAN PARK DISTRICT

BELVIDERE RECREATION CENTER FLOORING

Scope of Work:

A. GENERAL

1. Removal of existing ceramic floor tile, ceramic cove base and grout in the lobby and foyer.
2. Furnish and install porcelain tile and grout in the lobby, foyer, and front desk area.
3. Furnish and install luxury vinyl tile in all rooms except the foyer, lobby, front desk area, work closet, storage closet, lounge closet, and hallway storage room.
4. Furnish and install resilient cove base in all areas where it was removed and in additional areas as needed to cover new tile. Alternate to install porcelain tile cove base in lobby and front desk area.
5. 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. Porcelain Tile: Casabella Ceramic Montecelio HD Porcelain Floor – Argento Color – 12” x 24” in offset pattern.
2. Membrane: RedGard® Waterproofing and Crack Prevention Membrane
3. Mortar: Bostik Big Tile & Stone™ POLYMER-MODIFIED LARGE & HEAVY TILE MORTAR
4. Grout: Hydroment® Vivid™ Rapid Curing High Performance Grout. Color TBD by owner.
5. Vinyl Tile: COREtec Plus Luxury Vinyl Tile 5” – Dakota Walnut
6. Vinyl Base: Tarkett 4” TRADITIONAL VINYL 1/8" (TYPE TV) Color TBD by owner.
7. Cove Base Adhesive: Parabond Fusion Series Fusion X Wall Base Adhesive

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 mock ups of LVT and Porcelain floors.
2. All work is to be coordinated with WPD Project Manager to be assigned at pre-construction meeting.
3. Work must be performed and completed during shutdown of the building from **August 19 – October 4, 2019** and may occur concurrently with carpentry, painting and other work. All contractors must comply with the coordination schedule developed by WPD. **Removal of ceramic flooring and existing cove base is to occur the week of August 19. The installation of flooring is to begin the week of September 9, 2019 and be completed by October 4, 2019.**
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 work spaces by others prior to work in this scope.

D. EXECUTION DETAILS

1. Remove and dispose of the existing ceramic tile, mortar, and grout in the foyer and lobby.
2. Remove and dispose of the carpet in the offices, hallway, and front desk area.
3. Remove and dispose of all cove base throughout the building.
4. Remove and dispose of all laminate/vinyl flooring in the lounge and youth room.
5. Prepare floor in the foyer, lobby, and front desk per manufacturers recommendations to be ready to install porcelain flooring. Includes waterproofing and crack prevention membrane.
6. Furnish and install porcelain tile in the foyer, lobby, and front desk area per manufacturer’s installation specifications.

7. Furnish and install luxury vinyl tile in all the other rooms except areas noted on the floor plan where no work is to occur. Follow all manufacturer's specifications.
8. Furnish and install Tarkett Cove Base per manufacturer's specifications in same locations as existing. If additional is required, install at unit price in bid proposal. Alternate to install porcelain tile base (3 ½"-4" height) with Slueter Outside Corners in lobby and front desk area.
9. 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.
10. Contractor to include a \$5,000 allowance in bid for undetermined work to be billed at hourly labor rates provided in bid proposal.
11. Cleanup and dispose of work related debris **WPD to provide dumpsters.**

WAUKEGAN PARK DISTRICT

FLOORING (Porcelain and Luxury Vinyl Tile) 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 tile 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, cove base and adhesive. Include instructions for using adhesives.
2. Indicate tile 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. 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.
2. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
3. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
4. 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.
5. Form internal angles square and external angles bullnosed.
6. Sound tile after setting. Replace hollow sounding units.
7. Keep control and expansion joints free of mortar, grout, and adhesive.
8. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
9. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.

WAUKEGAN PARK DISTRICT

10. 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.

REMOVALS AND INSTALLATION – ADDITIONAL

1. Clean tile and grout surfaces after installation. Seal grout if required or recommended by manufacturer.
2. Do not disturb or damage existing asbestos vinyl tile floor and install luxury vinyl tile as a floating installation over existing asbestos vinyl tile according to manufacturer's instructions.
3. Do not permit traffic over finished floor surface for after installation for period recommended by manufacturer.
4. Provide a 5% attic stock of each product.



MONTECELIO HD PORCELAIN TILE

PACKAGING INFORMATION

DESCRIPTION	ITEM CODE				LBS/BOX	PCS/BOX	SQFT/BOX	BOXES/SKID	SQFT/SKID
	ARGENTO	CLASSICO	SAND	BEIGE					
24" x 24" MONTECELIO HD PORCELAIN TILE	69-306	69-307	69-308	69-309	68.78	4	16	30	480
12" x 24" MONTECELIO HD PORCELAIN TILE	69-128	69-129	69-130	69-131	63.87	8	16	32	512
18" x 18" MONTECELIO HD PORCELAIN TILE	67-076	67-077	67-078	67-079	61.72	7	15.28	26	397.28
12" x 12" MONTECELIO HD PORCELAIN TILE	63-323	63-325	63-327	63-329	42.54	13	13	46	598
6" x 6" MONTECELIO HD PORCELAIN TILE	62-032	62-033	62-034	62-035	32.52	40	10	68	680
9" x 18" MONTECELIO HD WALL TILE	57-800	57-801	57-802	57-803	18.29	10	11	60	660
2" x 2" MONTECELIO HD PORCELAIN MOSAICS	63-331	63-332	63-333	63-334	34.00	10	10	48	480
2" x 6" MONTECELIO HD PORCELAIN MOSAICS	63-335	63-336	63-337	63-338	34.00	10	10	48	480
3" x 12" MONTECELIO HD PORCELAIN BULLNOSE	63-324	63-326	63-328	63-330	22.86	20	N/A	119	2380 pcs.
3" x 9" MONTECELIO HD BULLNOSE	57-804	57-805	57-806	57-807	14.83	25	N/A	150	3750 pcs.

GENERAL SPECIFICATIONS

DESCRIPTION	THICKNESS (mm)	WATER ABSORPTION (%)	ABRASION RESISTANCE (PEI)	SCRATCH HARDNESS (MOHS)	BENDING STRENGTH (N/mm ²)	COF* WET (μ)	COF* DRY (μ)	SHADE VARIATION
6" x 6" MONTECELIO HD PORCELAIN TILE	8	0.47	4	7	49	0.64	0.78	V2 MINIMAL
12" x 12" MONTECELIO HD PORCELAIN TILE	8	0.43	4	7	49	0.64	0.78	V2 MINIMAL
18" x 18" MONTECELIO HD PORCELAIN TILE	9	0.45	4	7	45	0.64	0.78	V2 MINIMAL
12" x 24" MONTECELIO HD PORCELAIN TILE	9	0.42	4	7	44	0.64	0.78	V2 MINIMAL
24" x 24" MONTECELIO HD PORCELAIN TILE	10	0.37	4	7	43	0.64	0.78	V2 MINIMAL

* COEFFICIENT OF FRICTION



SAFETY DATA SHEET
FLOOR TILE & GLAZED PORCELAIN TILE

FILE NO.: SDS.YBCFT.01
SDS DATE: January 2015

SECTION 1: IDENTIFICATION

PRODUCT NAME: Floor Tile & Glazed or Unglazed Porcelain Tile
SYNONYMS:
PRODUCT CODES: All current product references
PRODUCT USE: Residential & Commercial Construction Applications



CHEMICAL NAME: N/A
CHEMICAL FAMILY: N/A
CHEMICAL FORMULA: N/A

MANUFACTURER: Anatolia Tile & Stone (Designer & Importer)
DIVISION: Corporate Office
ADDRESS: 8300 Huntington Road, Vaughan, ON Canada L4L 1A5

EMERGENCY PHONE: 905-771-3800
CHEMTREC PHONE:
OTHER CALLS:
FAX PHONE: 905-771-6300

PREPARED BY: Diana Vacca

SECTION 2: HAZARD(S) IDENTIFICATION



CARCINOGEN



IRRITANT / RESPIRATORY TRACT IRRITATION

NOTES: Not applicable for intact tiles. Excessive exposure to tile dust can cause discomfort and mechanical irritation. Long term exposure to silica dusts can lead to silicosis.

EMERGENCY OVERVIEW:

The product is not classified as hazardous according to Regulation 1272/2008 (CLP). The product is a mixture of natural occurring minerals that have been mixed with water and fired in a high temperature kiln.

POTENTIAL HEALTH EFFECTS

EYES: Mechanical stress through eye rubbing if exposed to dust or airborne particulates

SKIN: Skin irritation if exposed to dust or airborne particulates

INGESTION: Potential choking hazard if exposed to airborne particulates

INHALATION: Mechanical stress from inhalation of dust or airborne particulates

ACUTE HEALTH HAZARDS: No further relevant information available.

CHRONIC HEALTH HAZARDS: No further relevant information available

SAFETY DATA SHEET
FLOOR TILE & GLAZED PORCELAIN TILE

FILE NO.: SDS.YBCFT.01
SDS DATE: January 2015

SECTION 2: HAZARD(S) IDENTIFICATION - CONTINUED

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: No further relevant information available

CARCINOGENICITY

Crystalline Silica (Quartz)
LD50 Rat oral > 22,500 mg/kg & LD50 Mouse oral > 15,000 mg/kg
LC50 Carp > 10,000 mg/l (per 72 hr)

OSHA: Recommended that Crystalline Silica be considered a POTENTIAL occupational carcinogen
ACGIH: No information available
NTP: 9th Report: Lists Respirable Crystalline Silica as known to be a Human Carcinogen
IARC: Respirable Crystalline Silica is classified as as a Group 1 Carcinogen (carcinogenic to humans).

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

INGREDIENT:

The product is a mixture of below natural occurring minerals that have been mixed with water and fired in a high temperature kiln. This tile contains <0.1 percent by weight each of the following elements; cadmium, zinc, chrome and other metals.

<u>NAME</u>	<u>CAS NO.</u>	<u>% WT</u>	<u>SARA 313 REPORTABLE</u>
Crystalline Silica (Quartz) *	7631-86-9	20 - 30	DSD: Not Classified CLP: Not Classified
Amorphous Phase **	60676-86-0	50 - 70	DSD: Not Classified CLP: Not Classified
Albite	270-666-7	10 - 20	DSD: Not Classified CLP: Not Classified
Mullite	215-113-2	10 - 20	DSD: Not Classified CLP: Not Classified

* Crystalline Silica exists in the nature of the minerals such as sand and clay

** Amorphous phase includes some of the following: *Al₂O₃, SiO₂, CaO, K₂O, Na₂O, Fe₂O₃*

SECTION 4: FIRST AID MEASURES

Respiratory, hand and eye protection may be needed to prevent excess exposure to airborne particulates if dust is produced by cutting tiles or if dust is produced by any other operations, including removal.

EYES: Do not rub eyes in order to avoid possible cornea damage as a result of mechanical stress. Check for and remove any contact lenses. Rinse out with water with eyelid held wide open. Get medical attention if irritation persists.

SKIN: Wash off immediately with soap and plenty of water. Get medical attention if irritation persists.

INGESTION: Rinse out mouth and make victim drink plenty of water. Never give anything by mouth to an unconscious person. Do NOT induce vomiting unless directed to do so by medical personnel; call for medical help.

INHALATION: Remove from exposure. Keep warm and at rest and provide fresh air. Dust in throat and nasal passages should clear spontaneously. Get medical attention if irritation persists.

NOTES TO PHYSICIANS OR FIRST AID PROVIDERS: No further information available.

SECTION 5: FIRE-FIGHTING MEASURES

FLAMMABLE LIMITS IN AIR, UPPER: Not Flammable
(% BY VOLUME) **LOWER:** Not Flammable

FLASH POINT: No Data Available

F: N/A

C: N/A

METHOD USED:

AUTOIGNITION TEMPERATURE: No Data Available

F: N/A

C: N/A

EXTINGUISHING MEDIA:

Suitable: Water, alcohol resistant foam, CO2, dry chemical powder

Unsuitable: Water jet

SPECIAL FIRE FIGHTING PROCEDURES:

Wear self-contained breathing apparatus and full protective clothing in case of fire. Avoid breathing fire fumes

UNUSUAL FIRE AND EXPLOSION HAZARDS: Not explosive

HAZARDOUS DECOMPOSITION PRODUCTS:

The product is non-combustible and non-explosive and will not facilitate or sustain the combustion of other materials. Development of hazardous combustion gases or fumes are possible in the event of fire.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, AND EMERGENCY PROCEDURES

For non-emergency personnel: Keep unnecessary and unprotected personnel from entering. Wear appropriate personal protective equipment as described in Section 8. Follow the advice for safe handling and use given in Section 7.

For emergency responders: Emergency procedures are not required. However, respiratory protection is needed in situations with high dust levels.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEANUP

Do not empty into drains and sewers. Keep from entering into water and ground water systems. Contain spillage where possible and safe to do so. Inform appropriate authority in case of accidental contamination of watercourses or drains.

Use dry clean up methods such as vacuum exhaust which do not generate dust formation. Never use compressed air for cleaning. If dust is formed applying a dry cleaning method, personal protective equipment must be used. Avoid inhalation of product dust and skin contact. Place the spilled material in an appropriate waste disposal container for proper disposal.

SECTION 7: HANDLING AND STORAGE

PRECAUTIONS FOR SAFE HANDLING

Provide adequate ventilation. Provide local exhaust or general room ventilation to minimize dust concentrations. Avoid inhalation and contact with skin, eye and clothing.

CONDITIONS FOR SAFE STORAGE, INCLUDING ANY INCOMPATIBILITIES:

Store in accordance with local regulations. Store in a dry, cool and well ventilated area, away from incompatible materials (see Section 10) and food and drink.

OTHER PRECAUTIONS:

No further relevant information available.

EXPOSURE GUIDELINES: Attempt to stop spillage without personal risk. Should not be released into the environment. Prevent product from entering drains.

SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION



ENGINEERING CONTROLS:

Contains the following ingredients with occupational exposure limit values:

Crystalline Silica (Quartz): TWA: 0.1 mg/cubic meter (respirable dust)

VENTILATION : Provide adequate ventilation. Provide local exhaust or general room ventilation to minimize dust concentrations. The highest probability of silica exposure occurs during dry cutting. Wet cutting methods are recommended.

RESPIRATORY PROTECTION: Use FFP2 type dust mask

EYE PROTECTION: Use tight fitting safety goggles or safety glasses with side shields where dust is formed. Contact lenses may absorb irritants. Do not wear contact lenses in work areas. Have emergency eyewash station available in area where tiles are cut

SKIN PROTECTION: Wear dust proof protective gloves, boots, and long sleeved clothing.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: None required

WORK HYGIENIC PRACTICES: Do not eat, drink or smoke when working. Wash hands and if necessary shower before breaks and after work to remove adherent product. Avoid contact with eyes and skin. After working with product, workers should wash or shower and use skin care products. Clean contaminated clothing, footwear etc thoroughly before re-using them.

SAFETY DATA SHEET
FLOOR TILE & GLAZED PORCELAIN TILE

FILE NO.: SDS.YBCFT.01
SDS DATE: January 2015

SECTION 9: PHYSICAL DATA

APPEARANCE: Solid

ODOR: Odourless

PHYSICAL STATE: Solid

pH AS SUPPLIED: No data available
pH (Other):

BOILING POINT: No data available

F:

C:

MELTING POINT:

F: > 2372

C: > 1300

FREEZING POINT: No data available

F:

C:

VAPOR PRESSURE (mmHg): Not applicable

@

F:

C:

VAPOR DENSITY (AIR = 1): 2.35 – 2.95 g / cubic centimeter

@

F:

C:

SPECIFIC GRAVITY (H₂O = 1): Not applicable

@

F:

C:

EVAPORATION RATE: Not applicable

BASIS (=1):

SOLUBILITY IN WATER: Not soluble

PERCENT SOLIDS BY WEIGHT: 100%

PERCENT VOLATILE: Not applicable

BY WT/ BY VOL @

F:

C:

VOLATILE ORGANIC COMPOUNDS (VOC): Not applicable

WITH WATER: LBS/GAL

WITHOUT WATER: LBS/GAL

MOLECULAR WEIGHT: Not applicable

VISCOSITY: Not applicable

@

F:

C:

SECTION 10: STABILITY AND REACTIVITY DATA

STABILITY: The product is **STABLE** under normal conditions of storage and use. Contact with incompatible materials should be avoided.

CONDITIONS TO AVOID (STABILITY): Avoid contact with acids (e.g. acetic, hydrofluoric, etc.) Glass is non-flammable. Glass will react with hydrofluoric acid producing a corrosive gas – silicon tetra fluoride.

INCOMPATIBILITY (MATERIAL TO AVOID): Acids (e.g., acetic, hydrofluoric, etc.)

HAZARDOUS DECOMPOSITION OR BY-PRODUCTS: Under normal conditions of storage and use, hazardous decomposition products should not be produced. In a fire, decomposition may produce toxic gases / fumes. Glass sand is not classified as a hazardous material by the criteria of the OSHA Hazard Communication Standard, Title 29, Code of Federal Regulations, Section 1910.1200.

HAZARDOUS POLYMERIZATION: Not applicable

CONDITIONS TO AVOID (POLYMERIZATION): Not applicable

SECTION 11: TOXICOLOGICAL INFORMATION

TOXICOLOGICAL INFORMATION: **Acute:** Working with broken or cut tile produces a potential for cuts to the hands and exposed body parts. Acute effects such as eye irritation may occur if associated with high dust operations such as dry cutting tile or during the removal of tile surfaces.
Chronic: Not applicable for intact tiles. Excessive exposure to tile dust can cause discomfort and mechanical irritation. Long term exposure to silica dusts can lead to silicosis.

Crystalline Silica (Quartz)
LD50 Rat oral > 22,500 mg / kg & LD50 Mouse oral > 15,000 mg / kg
LC50 Carp > 10,000 mg / l (per 72 hr)

Skin & Eye corrosion / irritation
Inhalation and potential eye exposure to eyes may cause irritation if contact is made with broken, and / or during procedures involving the cutting of tiles, and / or for operations involving the removal of installed tiles.

Sensitization Existing lung disease may be aggravated after exposure to tile dusts. Long term exposure to silica dusts can lead to silicosis.

Genetic Toxicity No data available

Repeated Dose Toxicity No data available

Cardinogenicity
Respirable crystalline silica is classified by the International Agency for Research on Cancer (IARC) as a Group 1 Carcinogen (carcinogenic to humans). The National Toxicology Program (9th Report) lists respirable crystalline silica as known to be a Human Carcinogen. USDOL/OSHA and NIOSH have recommended that crystalline silica be considered a potential occupational carcinogen.

Reproductive Toxicity No data available

Specific target organ Toxicity No data available

Casabella Floors Products Limited Warranty

The Casabella Floors warranty covers only products distributed by Casabella Floors as outlined below and applies only to the original purchase of standard grade (first quality) products only.

Products are guaranteed to be reasonably free of manufacturing defects in material and / or craftsmanship as per American National Standard Specifications ANSI A137.1 standard for ceramic tile, and ANSI 137.2 standard for glass tile. Natural stone products are guaranteed to meet or exceed the guidelines established by the Marble Institute of America. Shade variation is not a manufacturing defect.

Natural stone products are quarried and cut from natural material formations in the earth and inherently have variations that are part of the stones natural characteristics. No two pieces are alike. These products are simply dimensionally sized and surface finished via a factory process. Raw materials are not factory made, as such, Casabella Floors does not warrant stone products for any natural variances that may occur, including but not limited to: colour tone / shade, irregular markings, voids, pitting, veins, and difference in density causing sheen variations, cleft variations, surface characteristic variations. Materials with natural clefts are subject to caliber variances, these variances are not considered defects.

With normal wear, cracks and voids may appear; these characteristics are part of the natural beauty of the stone and will not impair the function or wearing qualities of the material and do not constitute a warranty issue.

Products are guaranteed to meet or exceed the minimum standard specifications required at the time of production of the tiles. This warranty does not cover damage from misuse, abuse, negligence or faulty / defective installations or for failure to properly maintain and care for products. Changes in tone

of natural stone may occur over time and are not covered under the product warranty as these are natural occurrences.

Any articles claimed as “defective” must be returned for inspection upon request. If your product should prove to be defective within the warranty period, Casabella Floors may, at its option, repair or replace the defective product piece(s) with a like product as it deems fit (installation not included), provided notice is given and acknowledged prior to installation.

Casabella Floors is not liable for any shipping / transportation costs, labour costs for the removal of existing product and / or installation of replacement product, no form of labour is covered under this product warranty. Casabella Floors shall not be responsible or liable in contract or tort for any special, indirect or consequential damages, for loss of use, or for injury or damage caused to persons or property.

Disclaimer:

Casabella Floors offers no warranties, express or implied, other than those set forth in this warranty statement.

Product samples and visuals at dealers, retailers or online are for general reference only. Due to the natural variances of raw ingredients and the production process, tile and stone are subject to variations in colour / tone, veining and technical specifications such as C.O.F. and moisture absorption.

Casabella Floors shall not be made liability on any claim made by anyone exceeding the purchase price paid for the product.

All warranty claims must be reported within 15 days of ‘defect’ discovery for investigation; failure to report immediately voids this warranty.

Casabella Floors reserves the right to update or modify this Warranty Statement at any time without prior notice.

Five Year Residential Limited Warranty

Casabella Floors warrants the original purchaser that products are guaranteed to be reasonably free of manufacturing defects in material and / or craftsmanship as per industry standards at the time of production for a period of five years. Should any product prove to be defective within the warranty period, Casabella Floors will repair or replace the defective piece(s) with a like product of equivalent value or refund the purchase price at our discretion. Labour costs for installation, removal of existing product and installation of replacement product is not included. Shade match of any replacement product to that being replaced cannot be guaranteed. This warranty is non-transferable.

One Year Commercial Limited Warranty

Casabella Floors warrants products to be reasonably free of manufacturing defects in material and / or craftsmanship as per industry standards at the time of production for a period of one year from the date of installation of the product. Due to lack of control of the surrounding environmental conditions, installation processes and structural schematics, Anatolia cannot accept responsibility for the performance of our products after they are installed. However, should any product prove to have a manufacturing defective within the warranty period, Casabella Floors will repair or replace the defective piece(s) with a like product of equivalent value or refund the purchase price at our discretion. Labour costs for installation, removal of existing product and installation of replacement product is not included. Shade match of any replacement product to that being replaced cannot be guaranteed. This warranty is non-transferable.

Anatolia defines a commercial application as one taking place in any structure, other than a primary residence / dwelling, occupied by the owner of the tile.

Filing a Warranty Claim:

In the unlikely event of a claim, please notify the original point of purchase. Be prepared to describe the specific problem, provide photos of the product & carton labels and include a copy of your invoice / proof of purchase upon request. The necessary steps to ensure the claim is looked after should come from the establishment at which the original point of purchase took place.

If advised by the dealer / original point of purchase, you may contact Casabella Floors directly for warranty issues as per the following process:

1. The original purchaser must notify Casabella Floors in writing within 15 days of the occurrence of any 'defect' discovery and provide proof of purchase, images of the claimed defect, product carton labels and a completed Product Warranty Claim Form including a detailed description of the suspected defect.
2. Once notified, Casabella Floors will determine next steps for inspection and may require additional images showing the claimed defect or for the return of the product claimed to be defective for inspection/ testing. Failure to produce the requested information or the physical product for inspection if required will render this warranty void in its entirety.
3. If a product is deemed defective, Casabella Floors will notify the purchaser in writing and will advise as to the warranty solution at such time. As outlined in the warranty statement, Casabella Floors reserves the right to repair, replace with a like product or refund the purchase price of the product.

Always consult a tile installation professional prior to installing the tile.

Always read the warnings, warranty and instructions provided thoroughly and contact the manufacturer(s) prior to application if you require clarification regarding proper handling & use.

The use of safety glasses, respirators, dust masks, gloves and knee pads is strongly recommended when handling any materials that contain chemicals.

The steps and materials used for installing tile floor are different than installing wall tiles. Ensure you select the right materials and are following the right processes for your installation project.

Preparing to install floor tile

Before tile installation, please ensure enough cartons for the entire project are obtained of same caliber, shade, and tonality. Tile cutting, wastage as well as installation patterns will necessitate having extra tiles available for the job. It is also recommended to save extra tiles from the same lot in case any future replacements are required. Work with a professional to calculate how much tile will be required and to plan or perform the installation.

All tiles should be inspected for any visual defects prior to installation. For best results in any tile project, tiles must be blended from various cartons to achieve an aesthetically consistent blend to avoid forming any unwanted patterns in your new floor.

Prepare the substrate

The substrate must be properly prepared before laying any tile.

It is not recommended to install tile directly onto a wood subfloor. No matter how firm the subfloor; the plywood will expand and contract at a different rate as the tile, causing cracks to develop in the grout lines or tiles over time. On a plywood subfloor, you need either a layer of cement backer board or an underlayment membrane between the subfloor and tile for the thin-set adhesive to achieve a good bond.

When applying cement backer board over a plywood subfloor, be sure to adhere the two surfaces together with thin-set adhesive; and screw the cement backer board down with special screws that countersink into the backer board.

Ensure a suitable subfloor / substrate that meets the geographical building code requirements for your region. Make sure the subfloor is uniform, level, the right thickness and in good condition. Clear the substrate of any dirt, debris or contaminants that can prevent adhesion. It is recommended to consult a professional installer to determine if there are any special requirements for your project.

Dry Layout

Mark the centre of two opposing walls and snap a chalk line between these two marks. Do the same thing for the other two walls, forming a cross in the centre of the work space. Check if the inner section is square. This cross section will identify the starting point of the tile.

Lay the tiles loosely along each of the reference lines, use tile spacers for a more accurate measurement. Leaving approximately a ¼ inch between the perimeter tiles and the walls or cabinets to allow some room for expansion.

If the gap between the last full tile and the wall is less than a half tile, adjust the reference lines to make the tiles wider along the perimeter, keeping equal widths on each parallel side. Once the reference lines are set, remove the loose laid tile. For larger areas, mark a grid of 3' squares along the floor, creating smaller work areas, allowing you to ensure accuracy and to adjust as necessary as you go.

For more detailed specifications on flatness and lippage, grout joint size and pattern considerations, always consult a tiling professional and the latest edition of the Tile Council of North America (TCNA) Handbook for Ceramic, Glass and Stone Tile Installation.

Installing floor tiles

Start by mixing the thinset mortar to the recommended consistency – mix the mortar in workable batches. You will start laying the tiles at the cross section in the centre of the room, as per the reference lines, and work out from there, that way the full tiles are in the centre of the room and any cut tiles will be along the edge.

Starting at the cross section in the room, spread the thinset with a trowel, work in small sections approximately 3' x 3' at a time (use the reference grids created during the dry layout stage). Try not to cover your reference lines.

Once the thinset mortar is down, run the notched side of the trowel over the mortar at a 45 degree angle. Work in one direction to ensure a consistent and uniform application. Remove any excess mortar with the trowel.

Lay out tiles onto the mortar along the reference lines, lightly pressing and gently twisting the tile into mortar, use spacers between the tiles. You can lift the tiles to check if the mortar is sticking to the tile. If the mortar is not sticking, you can apply additional thinset to the back of the tiles. It's recommended to periodically check the tiles to ensure that there is proper adhesion.

Once your tiles are set, check for any high spots using a level. Even them out using a rubber mallet. Continue to check that the tiles are level as you complete the installation across the room. Make adjustments to the installation as necessary to ensure that the tiles are aligned straight.

Any mortar on the face of the tiles can be wiped away with a damp sponge.

Use a tile cutter or wet tile saw to cut tiles to fit into place along the room's perimeter where necessary. Be sure to remove any chalk or materials made to mark the cuts off of the tile prior to installation.

Allow the thinset mortar to dry for at least 24 hours before grouting.

Polished porcelain tiles should be sealed prior to grouting. While porcelain floor tiles are dense, durable materials that require little maintenance, polished porcelain tiles are slightly different. The polishing process leaves tiny, nearly invisible surface pits, which can catch grout and other debris, dulling the shine. To prevent this from happening, polished porcelain tiles should be sealed with an impregnating sealer prior to grouting. The sealant will fill these tiny holes, and act as a grout release. The impregnating sealer will not affect the surface or finish of the tile the way a topical sealer would. For best results follow the manufacturer's instructions and future maintenance recommendations.

For tiles that are 12 inch by 12 inch or larger it's recommended to lightly coat the backs of the tiles with thinset prior to setting the tiles.

Installation Question

Please contact the Tile Council of North America with any technical installation related question <http://www.tcnatile.com/contact-us.html>, or connect with your local flooring dealer who can help you find a professional installer to assist with your tile installation project.

Information provided by Casabella Floors is to be used as a general guideline only. Casabella Floors Inc. z no responsibility for any use or misuse that directly or indirectly causes damage of any kind, including personal injury, loss of rights or materials alleged to be caused in any way by the information contained in this document. Always consult a professional and thoroughly review manufacturer warranty and instruction information for any products being used. Casabella Floors also recommends that you test a small area prior to usage of any product to determine whether the product you are about to apply serves its intended purpose.

Selecting & Applying Grout

Grout Application

After the installation of the tiles, the next step is to grout the joints (this would be done after an initial sealer application for stone tiles). Select the appropriate grout for your project taking into consideration the type of tile, the location of the application and the size of the grout joint. If re-grouting, be sure to completely remove all of the old grout compound. Ensure that the thinset mortar has had enough time to cure completely and that the grout joints are free of any dust or debris as this may prevent the grout from bonding effectively.

Mix the grout according to the manufacturer's instructions, mixing in workable batches to prevent the compound from drying before it can be used. Apply the grout to the joints using a trowel. Holding a grout float at a 45 degree angle pull the grout in a diagonal direction pressing it into the joint. If grouting floor tiles, it is recommended to start in the corner furthest from the door way and work your way toward the door (don't corner yourself into the room). Do not grout the corners and edges as these should be caulked once the grout has cured.

Allow the grout to start to set as per the manufacturer's instructions and then clean off any excess grout from the surface of the tiles by gently wiping with a sponge and clear water in a circular motion. Ensure the sponge is thoroughly rinsed in clear water between each pass. Gently run a damp sponge along the grout joints to ensure they are smooth. Using a dry cloth, buff the tiles to polish. Cover the new installation with brown paper (craft paper or a similar colourless, absorbent product) to protect it from dust or debris allowing for the grout to cure completely and protecting the new tiled surface until any other construction is completed.

Information provided by Casabella Floors is to be used as a general guideline only. Casabella Floors assumes no responsibility for any use or misuse that directly or indirectly causes damage of any kind, including personal injury, loss of rights or materials alleged to be caused in any way by the information contained in this document. Always consult a professional and thoroughly review manufacturer warranty and instruction information for any products being used. Casabella Floors also recommends that you test a small area prior to usage of any product to determine whether the product you are about to apply serves its intended purpose.

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.





Big Tile & Stone™

POLYMER-MODIFIED LARGE & HEAVY TILE MORTAR

KEY FEATURES

- For interior or exterior installations
- For large and heavy tile installations
- Exceeds ANSI A118.4 and A118.11

DESCRIPTION

Bostik Big Tile & Stone™ is a polymer-modified, large & heavy tile mortar used for interior or exterior installations to set all large sized ceramic, porcelain, granite, slate, marble, limestone, thin porcelain tiles, large porcelain panels and dimensional stone tiles. Bostik Big Tile & Stone™ may also be used for vertical applications. Use over polyethylene uncoupling membranes and fleeceed sheet membranes, structurally-sound: properly prepared concrete, exterior grade plywood (interior/dry use only), cementitious backer board, Bostik Ultra-Set® Advanced, Bostik Black-Top™, Bostik GoldPlus™ and existing, well-bonded vinyl composition tile (VCT) or ceramic tile. Big Tile & Stone™ may be used for uneven tile and stone thicknesses; or to minimize lippage. Big Tile & Stone™ white formulation is approved for non-sag applications for tiles up to 12" x 24".

WHERE TO USE

Interior/exterior floors, walls and countertops.

DIRECTIONS FOR USE

Read and understand technical and safety data sheets completely before beginning installation. Follow applicable ANSI, NTCA and TCNA installation standards. Refer to www.bostik.com/us for the most recent product information and safety data sheet prior to installation.

SURFACE PREPARATION

All surfaces must be structurally sound, clean, free of dust, dirt, oil, grease, water, curing compounds, sealers, waxes or any contaminants that may inhibit proper bond. TCNA recommends roughening or scarifying glazed tile substrates.

NOTE: It is the user's responsibility to determine the condition and suitability of all surfaces before application.

MIXING

Mix with water only. Using a slow speed mixer (<150 rpm), mix 5 to 6 quarts of clean, potable water to 50 lbs. of Bostik Big Tile & Stone™. Mix to creamy consistency.

NOTE: For installation of large bodied wall tiles the product should be mixed to a stiff but creamy consistency. Excess water or a "loose" mix may cause tiles to slip. Do not re-temper by adding more liquid.

No slake required.



APPLICATION

Apply a thin coat of Bostik Big Tile & Stone™ with the flat edge of trowel to achieve a good mechanical bond to the substrate. Apply additional mortar with the appropriate size notched trowel. If any evidence of skinning or setting occurs, remove and re-apply fresh mortar. Apply mortar to an area no greater than can be tiled in 30 to 45 minutes.

Apply tile using a twisting motion into a fresh bed of mortar to ensure maximum contact and bond. Periodically check back of tile to ensure proper transfer (interior applications – minimum 80% coverage; exterior, wet, or plywood applications – minimum 95% coverage). Temperatures must be between 50°F (10°C) - 100°F (37.8°C) during installation.

NOTE: If the appropriate coverage is not achieved, a larger trowel notch may be required. Back-butter each tile with mortar. A finished mortar bed thickness of 1/8" to 3/4" is required.

TYPICAL PHYSICAL PROPERTIES

Open Time at 70°F (21.1°C)	30-45 minutes
Adjustment Time at 70°F (21.1°C)	20-30 minutes
Pot Life at 70°F (21.1°C)	3.5 hours
Initial Set at 70°F (21.1°C)	8-10 hours
Final Set at 70°F (21.1°C)	10-15 hours

Exceeds ANSI A118.4 and A118.11 requirements

28 Day Shear Strengths:


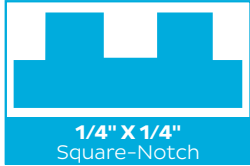
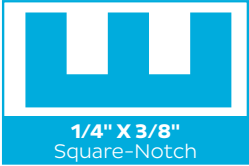
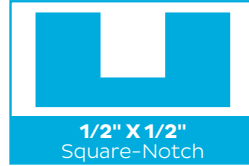
Porcelain Tile	375 psi (ANSI REQ 200)
Glazed Wall Tile	557 psi (ANSI REQ 300)
Quarry Tile	300 psi
Quarry to Wood*	250 psi (ANSI REQ 150)
28 Day Compressive Strength	3400 psi

* Wood failure (wood typically fails between 250 to 300 psi)
All numbers represent minimum test results.

This supersedes and replaces in its entirety all previously published versions of this document. T1567 (Last revised on 02.21.18)

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RECOMMENDED TROWELS FOR MAXIMUM PERFORMANCE

Coverage 85-100 ft ²	Coverage 70-80 ft ²	Coverage 50-60 ft ²	Coverage 30-35 ft ²
			
3/16" X 5/32" V-Notch	1/4" X 1/4" Square-Notch	1/4" X 3/8" Square-Notch	1/2" X 1/2" Square-Notch

Trowel size is suggested to maximize mortar transfer/coverage. Periodically check coverage during installation. Uneven substrate may require the use of either a leveling/patching material, or larger notched trowel for proper mortar coverage.

Application Over Plywood: Maximum joist spacing shall be 16" on center. Plywood shall be Underlayment Exterior Grade or C-C Plugged Exterior Grade plywood (or better). If the existing floor is less than 1" thick, glue and nail 15/32" or 1/2" APA Underlayment Exterior Grade or C-C Plugged Exterior Grade plywood to the floor. Glue and nail using 5D or 6D (1 1/2" or 2") cement coated screw shank nails 6" on center along the panel edges and a maximum of 8" on center each way throughout the panel. Allow 1/8" gap between underlayment sheet edges and all areas that abut walls, drains, posts, etc., these areas shall be filled with mortar when tiles are installed. Clean and rough sand the plywood. Due to the limitations of plywood as a substrate, Bostik Big Tile & Stone™ is not intended for use on plywood in exterior, wet interior, or applications subject to heavy/commercial traffic.

Application Over Existing/VCT Flooring: Vinyl must be clean and well-bonded to substrate. Do not install over cushion-backed or perimeter bonded sheet vinyl. Remove any loose pieces of vinyl or flooring. Ensure the exposed substrate is suitable for application. Some flooring and cutback adhesive may contain asbestos. Follow all Federal, state and local guidelines for proper removal. Refer to the Resilient Floor Covering Institute's "Recommended Work Practices for the Removal of Resilient Floor Coverings."

Application Over Existing Ceramic Tile: Tile must be clean and well-bonded to substrate. Mechanical abrasion with Carborundum disk, followed by a clean water wash is recommended. Installation must be thoroughly rinsed and dry before setting the new tile.

CLEAN-UP

Clean all tools and equipment immediately with soap and water. Do not allow material to dry on surface of tile.

CURING

Keep all foot traffic off the installation until tile is firmly set (approximately 12 hours). Set times are dependent upon temperature, humidity, porosity of substrate and tile size.

GROUTING

Depending on ambient air, slab, and material temperatures, grouting can generally begin after 12 hours with most Bostik grouting systems. Allow 48 hours before grouting with any Bostik EzPoxy™ EzClean™ or any 100% solids epoxy grout. Allow 24 to 48 hours before grouting with Bostik pre-mixed grouts. Allow 7 to 10 days before grouting porcelain tile panel or thin porcelain tile installations.

LIMITATIONS

- Do not mix with Bostik Flex-A-Lastic™ Admixture or Bostik 425™ Multi-Purpose Acrylic Latex Admixture.
- Do not use for installing moisture sensitive stones (e.g., green marble) or resin-backed stone.
- Do not use in installations where deflection exceeds L/360 (1" in 30 feet).
- Do not apply over oriented strand board, particle board, masonite, luan, or similar unstable substrates.
- Do not use where hydrostatic pressure can occur.
- Due to the limitations of plywood as a substrate, Bostik Big Tile & Stone™ is not intended for use on plywood in exterior, wet interior, or applications subject to heavy/commercial traffic.
- For marble and limestone, refer to Marble Institute of America's deflection requirements.

PACKAGING

50 lb. bag, white and gray formulations.

DANGER

CORROSIVE WHEN WET. MAY CAUSE BURNS. IRRITATING TO SKIN, EYES AND RESPIRATORY TRACT. MAY CAUSE CANCER. Do not breathe dust. Do not get in eyes, on skin or on clothing. Do not swallow. Handle with care. Use only in a well-ventilated area or wear a mask. Wear protective clothing including gloves during handling. Wash thoroughly after handling. Store bag in a cool, dry area. Do not reuse bag.

KEEP OUT OF REACH OF CHILDREN

FIRST AID TREATMENT

Contains Portland Cement, Gypsum and Quartz Silica. If in eyes or on skin, rinse with water for at least 15 minutes. If on clothes, remove clothing. If breathed in, move person to fresh air. If swallowed, call a Poison Control Center or doctor immediately. Do not induce vomiting.

SEE SAFETY DATA SHEET

CHEMICAL EMERGENCY: 800-424-9300 (USA), 703-527-3887 (International)

MEDICAL EMERGENCY: 866-767-5089

STORAGE/SHELF LIFE

Store in a clean, dry area, off the ground on a pallet, not affected by freezing or hot temperatures. Shelf life is one year from date of manufacturing in unopened bags.

VOC

0 g/L (as calculated per SCAQMD 1168)

LIMITED WARRANTY

Limited Warranty found at www.bostik.com/us or call 800.726.7845. TO THE MAXIMUM EXTENT ALLOWED BY LAW, BOSTIK DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNLESS OTHERWISE STATED IN THE LIMITED WARRANTY, THE SOLE REMEDY FOR BREACH OF WARRANTY IS REPLACEMENT OF THE PRODUCT OR REFUND OF THE BUYER'S PURCHASE PRICE. BOSTIK DISCLAIMS ANY LIABILITY FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES TO THE MAXIMUM EXTENT ALLOWED BY LAW. DISCLAIMERS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE TO CERTAIN CLASSES OF BUYERS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. It is the buyer's obligation to test the suitability of the product for an intended use prior to using it. The Limited Warranty extends only to the original purchaser and is not transferable or assignable. Any claim for a defective product must be filed within 30 days of discovery of a problem, and must be submitted with written proof of purchase.

BOSTIK HOTLINE

Smart help
1-800-726-7845

Bostik, Inc.

11320 W. Watertown Plank Road
Wauwatosa, WI 53226

www.bostik.com/us





Hydroment® Vivid™

RAPID CURING HIGH PERFORMANCE GROUT

KEY FEATURES

- Superior color consistency
- Fiber reinforced durability
- Excellent stain resistance

DESCRIPTION

Hydroment® Vivid™ is a rapid curing, high performance, cement grout developed with the scientific breakthroughs of Bostik's HyDrix™ and Color Suspension™ Technologies. HyDrix™ Technology allows Bostik to precisely control the timing and formation of both the chemical and physical matrices of Hydroment® Vivid™ grout during the curing process. Color Suspension™ Technology offers ease of installation because it forms a protective matrix around the pigment itself, keeping it evenly suspended during application and clean-up. The grout floats across the tile surface and remains easy to tool, which produces a superior, color consistent grout joint. Hydroment® Vivid™ exceed the requirements of ANSI 118.7 and contains Bostik's Blockade® Antimicrobial Protection.



HyDrix™ Technology allows Bostik to precisely control the curing process and the development of the internal matrix of the Hydroment® Vivid™ grout. Hydroment® Vivid™ offers the

most revolutionary grout technology in the industry today, making it the highest performing, most durable and user friendly grout solution available.

PRODUCT FEATURES

- Excellent stain resistance – Easier maintenance
- Exceptional application properties – Easy to tool and clean the tile surface
- Superior resistance to efflorescence – Less call backs
- Fiber reinforced - Increased crack resistance and non-sag properties
- Wide water range – Can be mixed at different water ranges with the consistent results
- Rapid curing – Open to foot traffic in just 4 hours
- Exceeds ANSI 118.7 – Superior, long term performance
- Zero VOCs (as calculated per SCAQMD 1168) – VOC compliant
- Contains Bostik's Blockade® Antimicrobial Protection – Helps protect against the growth of bacteria, mold and mildew on the surface of the dried grout
- No sealer required – Naturally enhanced stain resistance

NOTE: Bostik offers Pure Silicone™ sealant in complementary colors.

WHERE TO USE

Suitable applications include interior and exterior, residential and commercial, installations on floors and walls in dry to intermittent wet or submerged applications.

PRODUCT USES

Hydroment® Vivid™ is used for grouting all types of ceramic tile, ceramic mosaics, porcelain, quarry tile, brick, pavers, slate, granite,



cultured marble, dimensional stone and structural glazed tile. Use where joint size is 1/16" to 1/2".

NOTE: It is the user's responsibility to determine the condition and suitability of all surfaces before application.

DIRECTIONS FOR USE

Read and understand technical and safety data sheets completely before beginning installation. Follow applicable ANSI, NTCA and TCNA installation standards. Refer to www.bostik.com/us for the most recent product information and safety data sheet prior to installation. Refer to TCNA handbook for grout installation guidelines.

SURFACE PREPARATION

Remove all spacers, debris and adhesive from the joints to ensure a minimum of 2/3 the thickness of the tile is available prior to grouting. Ensure tile is firmly set and mortar is completely dry before grouting. Remove all dust and debris from tile surface with a wet sponge.

CAUTION: Use care when applying colored grouts over highly absorptive, porous / textured surfaces and polished porcelain. Certain tiles may retain colored pigments. Prior to grouting, a grout release or tile sealer may be required to prevent staining. Prior to actual installation always test in a separate area to ensure compatibility between grout and tile and refer to tile manufacturer's specific instructions.

TYPICAL PHYSICAL PROPERTIES

Working Time at 70°F (21.1°C)	1 hour
Pot Life at 70°F (21.1°C)	40-60 minutes
Final Set at 70°F (21.1°C)	3-4 hours

ANSI 118.7

	ANSI 118.7 Requirement	Typical Values
Compression (28 days)	>3000 psi	5,500 - 6,500 psi
Shrinkage (27 days)	<0.2%	0.05 - 0.19%
Tensile Strength (28 days)	>500 psi	550 - 650 psi
Water Absorption (28 days)	<5.0%	<5.0%
Flexural Strength (28 days)	>1000 psi	1,100 - 1,200 psi

This supersedes and replaces in its entirety all previously published versions of this document. T2460 (Last revised on 11.28.17)

MIXING

Mix with water only. In a clean pail add 25 lbs. (11.4 kg) of grout to 2.2- 2.6 quarts (2.0 - 2.5 L) of clean, potable water. Mix slowly to a smooth, paste-like consistency. Allow the mixture to stand for 3-5 minutes, and remix prior to application. Do not re-temper by adding more liquid. If using a drill mixer, do not exceed 350 rpm. Higher rpm will entrain air and decrease grout strength.

Pot life may vary due to environmental conditions, water temperature, amount of mixing water used during mixing, mixing time, etc. Warm water, low humidity, or a long mixing time will shorten the pot life. This is true for all cement based products.

If the grout begins to stiffen in the mixing bucket, it may be remixed one additional time with a mixing drill to bring the grout back to a more fluid state and extend the pot life. Do not add additional water when remixing.

APPLICATION

Lightly dampen tile before grouting. Spread grout over the face of the tile using a rubber grout float. Work grout back and forth at a 45° angle to the face of the tile to ensure complete filling of joints. Remove excess grout using the edge of the rubber float moving diagonally across the face of the tile.

GROUT CLEANING

INITIAL CLEANING: Depending on humidity and temperature, begin initial cleaning after grout becomes firm, usually 15 to 20 minutes. Use a slightly dampened sponge in a circular motion to dress joints, then clean tile by working in a diagonal motion to the grout joints. Rinse sponge frequently, changing water as required to ensure grout residue is not re-introduced onto the tile surface. Avoid cleaning with excessive water.

FINAL CLEAN UP: Depending on humidity and temperature, begin final clean up approximately 1 hour after initial cleaning. Any remaining grout haze can be removed with a clean, dry, lint free towel.

NOTE: Excess water during clean-up may result in a lighter color or weaker strength grout joint. Never use acidic cleaners as they may result in irreversible damage to the grout or tile.

CLEAN-UP

Clean all tools and equipment with soap and water. Do not allow material to dry on surface of tile.

CURING

Keep all foot traffic off the installation until grout is firmly set (approximately 3 to 4 hours). Protect installation from intermittent water, rain and freezing temperatures for 72 hours after installation. Although Hydroment® Vivid™ has excellent stain resistance and does not require a sealer; if a sealer is desired it may be applied once the grout is cured. Follow sealer manufacturer's instructions.

NOTE: Temperature and humidity will affect the cure rate. For cooler temperatures and higher humidity levels, allow a longer cure time.

LIMITATIONS

- Do not use for grouting polished marble, use Bostik Hydroment® Dry Tile Grout™ Unsanded.
- Do not use in applications where high chemical resistance is required (use Bostik EzPoxy™ EzClean™ 100% Solids Epoxy Mortar & Grout).
- Hydroment® Vivid™ has superior stain resistance compared to a traditional cement grout and other competitive grouts in the category. For enhanced stain resistance use Bostik Dimension® RapidCure™ or TruColor® RapidCure™. For optimum stain and chemical resistance use Bostik EZ Poxy™.
- Do not install over control or expansion joints.
- Do not apply when ambient temperatures are not maintained above 50° F (10°C) or below 100°F (37.8°C) for 72 hours, or exterior if rain is expected within 72 hours.
- Color development may vary depending on type of tile, temperature, humidity, and clean-up procedure.
- When wet, grout appears darker in color than when dry.
- Always do a test area to ensure product satisfaction and/or to become familiar with proper application techniques prior to use.
- Allow 14 days of cure time prior to immersion in water (pools, fountains, spas).
- Do not subject to heavy foot traffic for a minimum of 4 hours.
- Mix with water only. Do not mix with an additive.

PACKAGING

25 lb. bags

COVERAGE CHART (FT²)

Tile Size (inches)	Grout Joint Size (Inches, 25 lb. unit)				
	1/16	1/8	3/16	1/4	5/16
1 x 1 x 1/4	96	50	27	19	15
2 x 2 x 1/4	189	96	50	34	27
3 x 6 x 3/16	300	151	77	52	39
4 x 4 x 3/16	300	151	77	52	40
4 1/4 x 4 1/4 x 3/16	318	160	81	55	42
4 x 8 x 1/2	249	125	63	43	32
6 x 6 x 1/2	280	141	71	48	36
6 x 24 x 3/16	596	299	150	100	76
6 x 36 x 3/16	639	320	160	107	81
8 x 8 x 3/16	498	250	126	85	64
8 x 24 x 3/16	745	373	187	125	94
12 x 12 x 1/2	1119	561	282	189	142
12 x 12 x 3/16	746	374	188	126	95
13 x 13 x 3/16	808	405	203	136	103
16 x 16 x 3/16	994	498	250	167	126
18 x 18 x 1/4	1677	840	421	282	212
18 x 18 x 3/16	1118	560	281	188	141
12 x 24 x 1/4	2981	1493	749	501	377
12 x 24 x 3/16	1490	746	375	251	189
24 x 24 x 3/16	1490	746	374	250	188

Average coverage per container - coverage will vary based on tile size, joint width and depth.

DANGER

POISON. HARMFUL IF SWALLOWED. CORROSIVE. CAUSES BURNS. MAY PRODUCE ALLERGIC REACTION BY SKIN CONTACT. CANCER AGENT! EXPOSURE MAY PRODUCE CANCER. Do not swallow. Do not get in eyes. Do not get on skin or clothing. Keep out of reach of children. Handle with care. Wear a mask, rubber gloves, safety glasses.

KEEP OUT OF REACH OF CHILDREN

FIRST AID TREATMENT

Contains Quartz, Portland Cement and Titanium Dioxide. If swallowed, call a Poison Control Center or doctor immediately. Do not induce vomiting. If in eyes, rinse well with water for 20 minutes. If on skin, rinse well with water. If on clothes, remove clothes.

SEE SAFETY DATA SHEET

CHEMICAL EMERGENCY: 800-424-9300 (USA), 703-527-3887 (International)

MEDICAL EMERGENCY: 866-767-5089

STORAGE/SHELF LIFE

Store in a clean, dry area, off the ground on a pallet, not affected by freezing or hot temperatures. Shelf life is one year from date of manufacturing in unopened bags.

VOC

0 g/L (as calculated per SCAQMD 1168)

LIMITED WARRANTY

Limited Warranty found at www.bostik.com/us or call 800.726.7845. TO THE MAXIMUM EXTENT ALLOWED BY LAW, BOSTIK DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNLESS OTHERWISE STATED IN THE LIMITED WARRANTY, THE SOLE REMEDY FOR BREACH OF WARRANTY IS REPLACEMENT OF THE PRODUCT OR REFUND OF THE BUYER'S PURCHASE PRICE. BOSTIK DISCLAIMS ANY LIABILITY FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES TO THE MAXIMUM EXTENT ALLOWED BY LAW. DISCLAIMERS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE TO CERTAIN CLASSES OF BUYERS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. It is the buyer's obligation to test the suitability of the product for an intended use prior to using it. The Limited Warranty extends only to the original purchaser and is not transferable or assignable. Any claim for a defective product must be filed within 30 days of discovery of a problem, and must be submitted with written proof of purchase.

BOSTIK HOTLINE

Smart help
1-800-726-7845

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This supersedes and replaces in its entirety all previously published versions of this document. T2460 (Last revised on 11/11/14) Request for Bids BRC Flooring Page 67 of 88



COREtec[®]
the Original



CORETEC PRO PLUS[®]

ANGLE TAP INSTALLATION INSTRUCTIONS



COREtec Pro Plus® Plank & Tile Floating Installation Instructions

ATTENTION!
READ BEFORE INSTALLING!

FOR BEST VISUAL REPRESENTATION OF YOUR FLOOR

This flooring replicates the look of a natural product which has natural variations in color, texture, and sheen/gloss. For best visual effect, shuffle planks or tiles from several cartons and do not install similar planks or tiles next to one another.

Subfloor Preparation

Subfloor should be dry and level to 3/16" per 10 ft. radius for best installation results.

Angle-Tap Installation Instructions for COREtec Brand Floors

READ THESE INSTRUCTIONS THOROUGHLY BEFORE BEGINNING INSTALLATION.

If the following instructions leave any unanswered questions or if additional information is required, please call COREtec toll free at 844-743-7429.

Flooring Material Should Be Inspected Prior to Installation

Responsibility for the suitability of COREtec® flooring and accompanying products for each individual installation cannot be assumed by COREtec, since COREtec has no control over the installer's proper application. Should an individual plank or tile be doubtful as to appearance or dimension the installer should not use this piece. COREtec will send a replacement in a timely fashion.

NOTE: COREtec Pro Plus floors may be installed with a direct glue-down method on approved wooden (or) concrete substrates that are on or above grade only. Use only COREtec Cork Underlayment Adhesive (or) comparable premium multi-purpose adhesives. Please consult with adhesive manufacturer to determine if suitable for use with this material.

Read Before Installing

While COREtec Pro Plus is waterproof, it's not a moisture barrier. It's still a good idea to make sure concrete is cured and tested for moisture and that a moisture barrier is installed in the crawl space and

even under a COREtec Pro Plus floor over a concrete subfloor. Moisture won't damage COREtec Pro Plus, but it can get in the walls and structure of the home. A couple of extra dollars and a few minutes is a small investment for the added protection and peace of mind.

Because houses and buildings, as well as adjacent hardwood or laminate floors, expand and contract, COREtec recommends to leave a ¼" expansion gap between the perimeter walls and any adjacent hardwood floor.

Do not install COREtec Pro Plus floors as a floating floor where it will be exposed to temperatures greater than 150° F. In areas where the floor may be exposed to direct, intense sunlight resulting in excessive heat to the floor, use the glue down method.

Use good common sense installation practices, and you'll have a successful installation that results in a beautiful floor.

Pre-Installation Jobsite Requirements

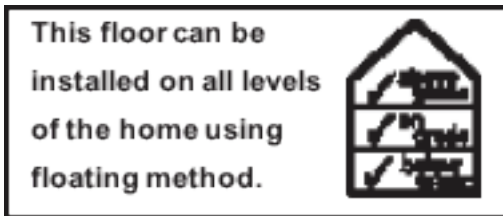
COREtec cannot be held responsible for site conditions.

Carefully examine the flooring prior to installation for color, finish, sheen, and quality. Ensure adequate lighting for proper inspection. **If flooring is not acceptable, contact your supplier immediately and arrange for a replacement.** COREtec cannot accept responsibility for flooring installed with visible defects. Prior to installation of any flooring, the installer must ensure that the jobsite and subfloor meet the requirements of these instructions. COREtec is not responsible for flooring failure resulting from unsatisfactory jobsite and/or subfloor conditions.

Flooring should be one of the last items installed in any new construction or remodel project.

Crawl spaces must be a minimum of 18" (46 cm) from the ground to the underside of the joists. A ground cover of 6-20 mil black polyethylene film is essential as a vapor barrier. Joints must be lapped 6" (15 cm) and sealed with moisture resistant tape. The crawl space should have perimeter venting equal to a minimum of 1.5% of the crawl space square footage. These vents should be properly located to foster cross ventilation. Where necessary, local regulations prevail.

Room temperature and humidity of installation areas should be consistent with normal, year-round living conditions for at least one week before installation of flooring. Maintaining an optimum room temperature of 70° F and a humidity range of 30-50% is recommended.



PRE-INSTALLATION SUBFLOOR REQUIREMENTS

All Subfloors must be:

- Dry
- Structurally sound
- Clean: Thoroughly swept and free of all debris
- Level: Flat to 3/16" per 10-foot radius

Wood subfloors must be dry and well secured. Nail or screw every 6" along joists to avoid squeaking. If not level, sand down high spots and fill low spots with a Portland-based leveling patch.

Concrete subfloors must be fully cured, at least 60 days old, and 6-mil polyfilm is recommended between concrete and ground. Subfloor should be flat and level within 3/16" per 10' radius. If necessary grind high spots down and level low spots with a Portland- based leveling compound.

Ceramic tile, resilient tile and sheet vinyl must be well-bonded to subfloor, in good condition, clean, and level. Do not sand existing vinyl floors, as they may contain asbestos.

Installation Tools

For all installation methods:

- Tape measure
- Chalk Line
- 3M Scotch Blue™ 2080 Tape
- Hammer
- Pull Bar
- Pencil
- Crosscut Power Saw
- ¼" Spacers
- Tapping Block

Acceptable Subfloor Types:

- CDX Underlayment Grade Plywood (at least ½" thick)
- Underlayment Grade Particleboard
- OSB (at least ¾" thick)
- Existing Wood or Laminate Floor
- Resilient Tile
- Concrete Slab
- Ceramic Tile
- Non-Cushioned Sheet Vinyl

STARTING YOUR INSTALLATION

Because houses and buildings, as well as adjacent hardwood or laminate floors, expand and contract, COREtec recommends leaving a ¼" expansion gap between the perimeter walls and any adjacent hardwood floor.

Work from several open boxes of flooring and "dry lay" the floor before permanently laying the floor. This will allow you to select varying textures, colors, and sheens, and to arrange them in a harmonious pattern. Remember, it is the installer's responsibility to determine the expectations of what the finished floor will look like with the end user first and then to cull out pieces that do not meet those expectations.

Begin installation next to an outside wall. This is usually the straightest and best reference for establishing a straight working line. Establish this line by measuring an equal distance from the wall at both ends and snapping a chalk line. The distance you measure from the wall should be the width of a plank or tile. You may need to scribe cut the first row of planks or tiles to match the wall in order to make a straight working line if the wall is out of straight.

You may want to position a few rows before starting installation to confirm your layout decision and working line. When laying flooring, stagger end joints from row to row by at least 8" (20 cm) for planks, and equal to 12" (51 cm or a half piece) for tiles. For plank installations, you can use the cut-off end to begin the next row when cutting the last plank in a row to fit. If cut-off end is less than 8", discard it and instead cut a new plank at a random length (at least 8" in length) and use it to start the next row. For tile installations, always begin a row with either a full tile or a half tile so that the joints are consistently staggered in a "brick work" type pattern. Always begin each row from the same side of the room.

Installation Instructions

1 PRE-INSTALLATION GUIDELINES

These installation guidelines apply to the COREtec Angle Tap product. All instructions and recommendations should be followed for a successful installation.

Required Tools: Tape Measure, Utility Knife, Jigsaw, Tapping Block or Rubber Mallet, Pull Bar, ¼" Spacers, T-Square, Safety Glasses, Broom or Vacuum and, if necessary, tools for subfloor repair.

Frequently moved furniture should be equipped with felt pads to avoid scratching the floor. Heavy furniture and appliances should be equipped with non-staining large surface floor protectors. Furniture with casters or wheels must be easy swiveling, large surface non-staining and suitable for resilient floors. Do NOT use ball type casters as they can damage the floor.

- This product can be installed on, above, or below grade.
- This product is warranted for installation into environments (such as "three season rooms and dwellings") that experience extended periods where the ambient environment is either not controlled or minimally controlled allowing seasonal fluctuations in temperature and relative humidity. For such installations, the product must be acclimated and installed into a controlled environment where temperatures are kept between 55°F & 85°F or 13° & -29°C for a period of 72 hours prior to, during and 72 hours after installation. Failure to comply with these installation parameters will disallow warranty coverage.
- Excessive moisture in the subfloor could promote mold, mildew, and other moisture related issues that will contribute to an unhealthy indoor environment. COREtec is not responsible for damages related to these moisture issues. COREtec recommends a 6 mil polyfilm when installing over concrete subfloors.
- Avoid prolonged exposure to direct sunlight as this will result in discoloration. The use of drapes, blind systems or protective window film is required.
- Flooring should be installed after all other trades have completed work that could damage the flooring.
- All subfloor patching must be completed with a Portland based compound and fully dried/cured prior to installation.
- Inspect all planks for damage prior to installation. If you have any concerns about the product fit or finish, call COREtec Tech Services at 844-743-7429. Claims/ Returns will not be accepted for any flooring that has been cut to size and/or installed.
- Blend and install planks from several cartons.

2 SUBFLOOR PREPARATION

All subfloors must be clean, flat, dry and structurally sound. Proper subfloor preparation is a major part of a successful installation. Subfloor must be flat – 3/16" in 10' or 1/8" in 6'. Moisture emissions should not exceed 5.0 lbs per 1000 sq. ft. for 24 hours and should not exceed a relative humidity of 85%. We also recommend a 6 mil polyfilm moisture barrier to help prevent the growth of mold and mildew. When installing below grade, a 6 mil polyfilm is required.

Over Existing Floors

- Installation is NOT allowed over any type of carpet.
- COREtec flooring can be installed over most existing hard-surface floor coverings, provided that the existing floor surface is clean, flat, dry and structurally sound.
- Existing sheet vinyl floors should not be heavily cushioned. Soft underlayment and soft substrates will diminish the product's inherent strength.
- Never use solvents or citrus adhesive removers to remove old adhesive residue. Solvent residue left in and on the subfloor may affect the new floor covering.

Radiant Heat

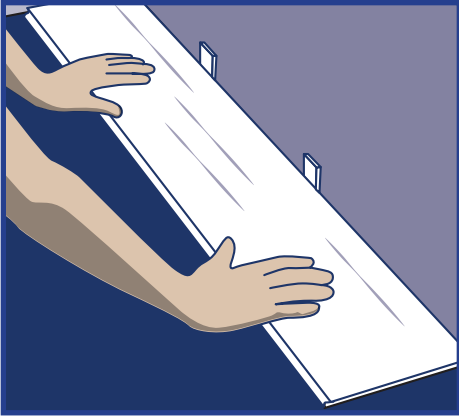
Radiant heat systems must have a minimum of 1/2" separation from the product. Maximum operating temperature should never exceed 85°F (30°C). Use of an in-floor temperature sensor is recommended to avoid overheating.

3 INSTALLATION

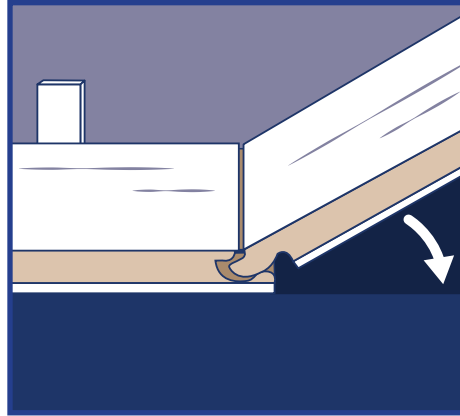
COREtec is engineered to be installed utilizing the floating method. Do not install cabinets or fixed objects on top of the COREtec. Proper expansion space is required. Undercut all doorjambs. Do not fasten wall moldings and or transition strips to the floor and planks.

See Following Pages for **Step-by-Step Illustrations**

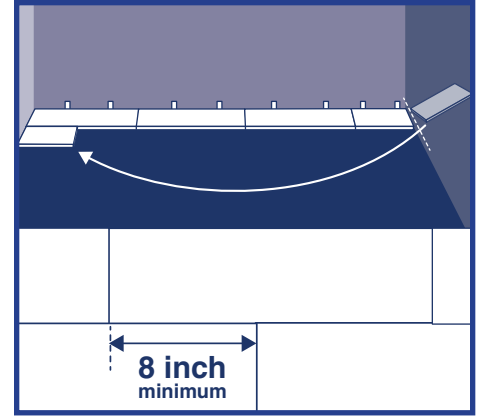
INSTALLATION



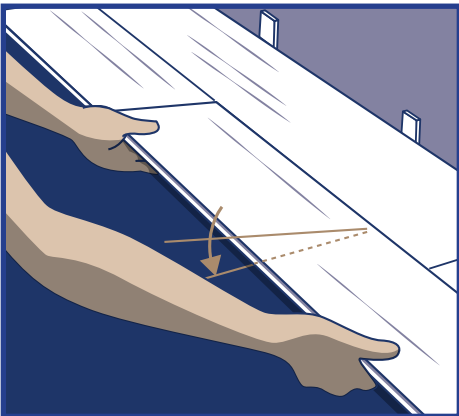
Step 1: Begin installation working from left to right. Insert spacers at ends and edges where planks meet wall.



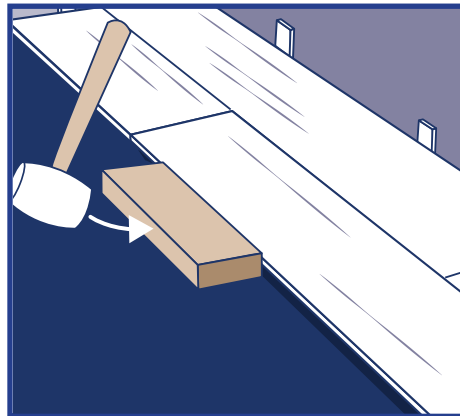
Step 2: Lock short end of plank by inserting tongue into groove at an angle and drop in place. Continue to end of first row.



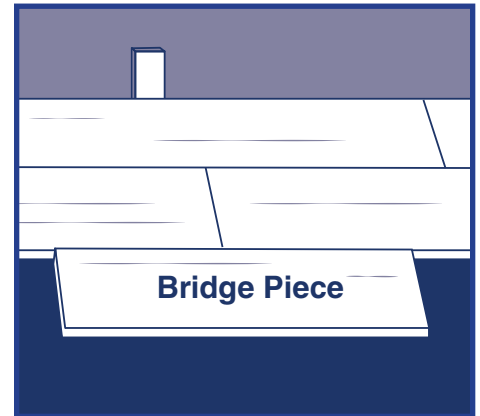
Step 3: Use leftover plank from first row as starter for second row. There must be at least 8" between plank end joints on adjacent rows.*



Step 4: Lock long edge of plank by inserting tongue into groove at an angle and drop in place. Slide plank toward end of previously installed plank until the tongue just touches the groove.

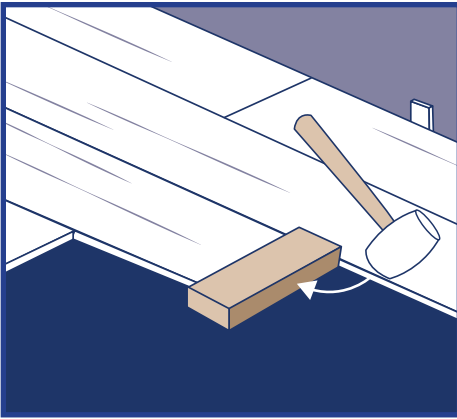


Step 5: IMPORTANT! Use hammer and tapping block to tap long edge of plank to ensure a tight fit. **ANY GAPPING CAN COMPROMISE THE LOCKING SYSTEM!**

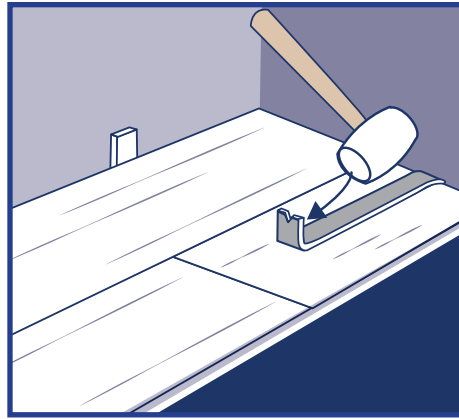


Step 6: Attach a scrap piece of floor to bridge gap between ends of planks.

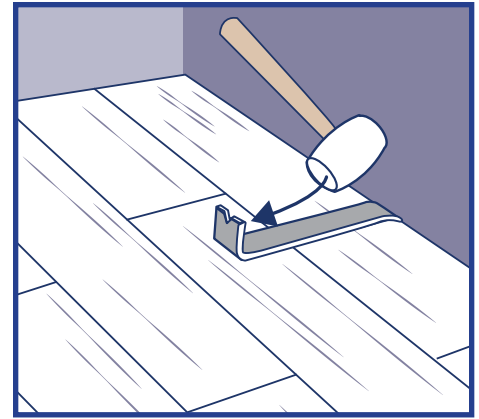
**FOR TILE INSTALLATIONS: The distance between end joints should be equal to 12" for proper appearance.*



Step 7: Tap end of plank with hammer and tapping block to lock ends of planks together. Remove bridge and continue towards wall until installing the final plank in the row. **BE SURE TO TAP ON EDGE OF VINYL SO AS NOT TO DAMAGE LOCKING PROFILE.**

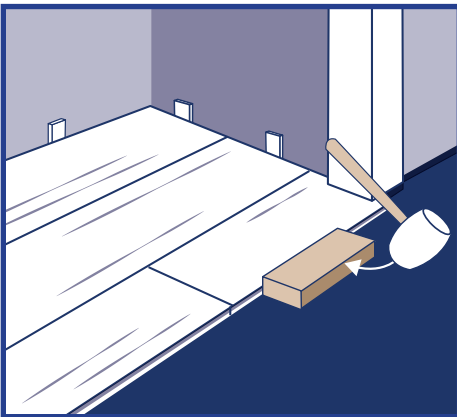


Step 8: Use hammer and pull bar to lock final piece in row. Insert spacer at end of row. Continue installation to final row.

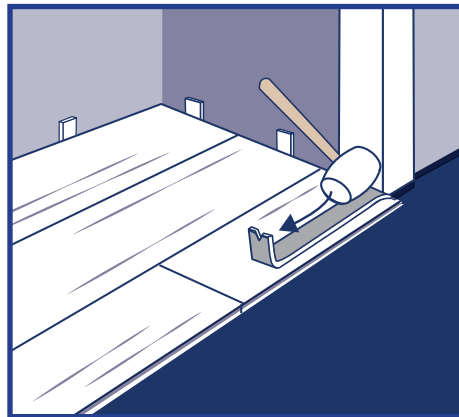


Step 9: Use hammer and pull bar to lock long edges of planks on final row.

INSTALLING UNDER DOOR JAMBS



Step 1: Undercut space under door jamb to allow plank to slide freely. Tap long edge with hammer and tapping block to lock long edge.



Step 2: Use hammer and pull bar to lock short end of plank.

Installation video: <https://youtu.be/IV-PJliy7Mw>

In-floor Radiant Heat

COREtec Pro Plus can be installed over 1/2" embedded radiant heat using the floating or glue down method. When gluing floor, use only COREtec cork underlayment adhesive over manufacturer's recommended substrate.

- Turn the heat off for 24 hours before, during and 24 hours after installation when installing over radiant heated subfloors.
- Failure to turn the heat off may result in significantly shortened working time of the adhesive.
- Floor temperature must not exceed 85°F (30°C). Once the installation has been completed, the heating system should be turned on and increased gradually (5 degree increments) until returning to normal operating conditions.
- Failure to strictly follow adhesive manufacturer's guidelines may result in failure and void the warranty.

Warning: Electric heating mats that are not embedded in to the subfloor are not recommended for use underneath COREtec Pro Plus floors. Using electric heating mats that are not embedded and applied directly underneath COREtec Pro Plus floors could void the warranty for your floor in case of failure. It is best to install COREtec Pro Plus flooring over embedded radiant floor heating systems and adhere to the guidelines listed above.

AFTER INSTALLATION

- Flooring should be one of the last items installed in a project. In order to protect the floors while other trades are finishing their work prior to final cleanup and turnover to the owner, use rosin paper and only use 3M Scotch-Blue™ 2080 Tape to hold the rosin paper to the floor (other blue tapes may damage the finish). Clean the floor thoroughly before laying the rosin paper to ensure that no debris is trapped underneath. DO NOT USE plastic film or other non-breathing coverings as this can cause the floor to become damaged from humidity buildups.
- Dust-mop or vacuum your floor to remove any dirt or debris.
- It is suggested that you clean the floor using a recommended pH neutral cleaner available at www.1877floorguy.com/usflcoplevp.html.
- Install any transition pieces that may be needed (reducers, T-moldings, etc.).

Protection and Maintenance of Your Floor

Lasting beauty can be achieved through purchasing a quality floor covering and providing proper on-going maintenance.

- Furniture should be moved onto the newly installed floor using an appliance hand truck over hardboard runways.
- Avoid prolonged exposure to direct sunlight as this will result in discoloration and expansion. The use of drapes, blind systems or protective window film is required.
- Do not expose COREtec Pro Plus floors to temperatures below -20° F or above 150° F.
- Oil or petroleum-based products can result in surface staining. Do not track asphalt driveway sealer or automobile oil drips onto the vinyl floor covering.
- Caster wheeled chairs should have wide, rubber casters. Protective mats are required under office chairs.
- Use non-staining mats. Rubber may discolor the floor.
- Frequently moved furniture should be equipped with felt pads to avoid scratching the floor. Heavy furniture and appliances should be equipped with non-staining large surface floor protectors. Furniture with casters or wheels must be easy swiveling, large surface non-staining and suitable for resilient floors. Do NOT use ball type casters as they can damage the floor.
- Use walk off mats at entrances to prevent dirt and grit from being tracked on to the floor.
- Sweep or vacuum the floor regularly to remove loose dirt. Do NOT use vacuums that use a beater bar or turn beater bar off.
- Do NOT use electric brooms with hard plastic bottoms with no padding.
- Clean up spills immediately.
- Damp mop as needed using clean water and a diluted pH Neutral cleaner (Bona Stone Tile and Laminate Cleaner, Hilway Direct HD pH Neutral Cleaner, etc.). Do NOT use harsh cleaners or chemicals on the floor. Do NOT use abrasive scrubbing tools. Do NOT use detergents, abrasive cleaners or "mop and shine" products.
- Vinyl flooring, like other types of smooth floors, may become slippery when wet. Allow time for floor to dry after cleaning. Immediately wipe up wet areas from spills, foreign substances or wet feet.

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

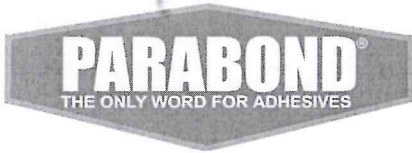
Samples: Submittal samples for verification and approval available upon request from Tarkett. Samples shall be submitted in compliance with the requirements of the contract documents. Accepted and approved samples shall constitute the standard materials which represent materials installed on the project.

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.



THE ULTIMATE
FLOORING EXPERIENCE

Technical Services Department
30000 Aurora Road, Solon, Ohio 44139
(800) 899-8916 ext 9297
Fax (440) 632-5643
email: info@johnsonite.com
www.tarkettna.com



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.



863 SE Main Street • Simpsonville, SC 29681
Phone: 1-800-763-7272 • ISO 9001 Certified

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



863 SE Main Street • Simpsonville, SC 29681
 Phone: 1-800-763-7272 • ISO 9001 Certified

www.parabond.com
 3/21/2017

WAUKEGAN PARK DISTRICT

NOTIFICATION OF PREVAILING WAGE REQUIREMENTS THAT AFFECT THIS PROJECT

TO WAUKEGAN PARK DISTRICT CONTRACTORS:

This letter will serve as notification that this Project (Identified Below) calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. 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 wages 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:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.

All contractors and subcontractors rendering services under this project must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Payment by the District for work performed that is subject to the Illinois Prevailing Wage Act is conditional on delivery of contractors/subcontractors certified payrolls.

Any questions regarding this or any other prevailing wage issues should be addressed to the Illinois Department of Labor at (217) 782-1710 or www.state.il.us/agency/idol.

(Completed by the District)

Project: _____

By: _____ Email: _____ Phone: _____

Date Sent: _____ Sent Via: Email: _____ Fax: _____ U.S. Mail: _____ Hand Delivery: _____

(Completed by Contractor)

Company Name: _____

Contact Person _____ Email: _____ Phone: _____

Description of Work: _____

You agree to pay Prevailing Wage for this Job and provide certified payroll? Yes No

If yes, you must provide certified payroll before payment will be issued by Waukegan Park District. Certified Payroll documentation is due no later than the 15th of the following month in which the work was performed. The District will pay per the Prompt Payment Act (50 ILCS 505/2, et seq.).

Signature of Contractor’s Contact Person: _____

Date Returned: _____ Returned Via: Email: _____ Fax _____ U.S. Mail: _____ Hand Delivery: _____

AGREEMENT FOR 2019 BELVIDERE RECREATION CENTER FLOORING

This Agreement for the **2019 Belvidere Recreation Center Flooring** (the "Agreement") is made this **__th day of Month, 2019**, 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 **Belvidere Recreation Center at 412 S. Lewis Avenue**, Waukegan, Illinois 60085 ("Project Site"): **2019 Belvidere Recreation Center Flooring**, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposal, dated _____, 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 Documents/Specifications: **2019 Belvidere Recreation Center Flooring**, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor's Proposal, 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 Substantial Completion of the Work on or before **September 27, 2019**. Contractor shall achieve Final Completion of the Work on or before **October 4, 2019**.

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 or 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.

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. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

21. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addressees:

If to Park District:

Waukegan Park District
2211 Ernie Krueger Circle
Waukegan, IL 60087
(Fax) 847-244-7345
Attention: _____

If to Contractor:

(Fax) _____
Attention: _____

22. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

23. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

24. 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.

25. 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: _____

Marc Jones

Its: President, Board of Commissioners

By: _____

Printed Name: _____

Its: _____

