

**CITY CLERK  
ORIGINAL**

**CONTRACT SET**

**PROJECT SPECIFICATIONS AND  
CONTRACT DOCUMENTS**

C-8001  
04/23/2012

**GATEWAY POLICE DEPARTMENT FLOORING**

**MARCH 2012**



**CITY OF GLENDALE**

**ENGINEERING DEPARTMENT**

**5850 W. Glendale Avenue, Glendale, Arizona 85301 (623) 930-3630**

# PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

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SUPPLEMENTAL GENERAL CONDITIONS

NOTICE TO CONTRACTORS

Sealed bids shall be either mailed to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona, 85301, or hand-delivered to the Engineering Department office, third floor, 5850 West Glendale Avenue, Glendale, Arizona, for furnishing all plant, material, equipment and labor, and to complete construction of: **GATEWAY POLICE DEPARTMENT FLOORING.**

Bids must be received by the Engineering Department of the City of Glendale no later than 10:00a.m., March 8, 2012. Any bid received after that time will not be considered and will be returned to the bidder.

Each bid shall be in accordance with the plans, specifications and contract documents, and shall be set forth and submitted on the BID DOCUMENTS included with the project specifications book. The BID DOCUMENTS may be removed from the project specifications book and submitted independently of such book.

The City of Glendale reserves the right to reject any or all bids or waive any informality or irregularity in a bid. No bidder may withdraw his bid for a period of fifty (50) days after opening and reading of the bids.

The City of Glendale is an equal opportunity employer and minority business enterprises and women's business enterprises are encouraged to submit bids.

CITY OF GLENDALE, ARIZONA

INFORMATION FOR BIDDERS

1. **ELIGIBILITY OF CONTRACTORS:** When calling for bids for contracts for public work to be performed on behalf of the State or any political subdivision thereof, which will be paid for from public funds, no bid shall be considered for performance of a contract, including construction work which is not submitted by a bidder duly licensed as a contractor in this State. No bid shall be awarded to any contractor or entity not authorized to do business in the State of Arizona by the Arizona Corporation Commission, as required by statute.

2. **PROPOSAL:** Bids to receive consideration shall be made in accordance with the following instructions:

(a) Before submitting a bid, bidders shall carefully examine the plans and specifications and contract documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations.

(b) Bids shall be submitted on the "PROPOSAL" forms provided and delivered to the City of Glendale Engineering Department on or before the day and hour set in the "NOTICE TO CONTRACTORS," as published. Bids shall be enclosed in a sealed envelope marked on the outside lower right-hand corner indicating:

1. The bidder's name and address.
2. The project number.
3. The title of the project.
4. The time and date the bids are to be received.

(c) It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

(d) The signatures of all persons shall be in longhand. Any interlineations, alterations, or erasures must be initialed by the signer of the bid.

(e) Bids shall not contain any recapitulations of the work to be done. No oral, telegraphic, telephonic, or modified proposals will be considered.

3. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid, either personally, by telegram or by written request, at any time prior to the scheduled closing time for receipt of bids. No bid may be withdrawn by telephone. Any bid withdrawn will not be opened and will be returned to the bidder. After opening and reading of the bids, no bidder may withdraw his bid for a period of fifty (50) days from the date of opening and reading.

4. **LATE BIDS:** Bids received after the scheduled closing time for receipt of bids, as contained in the "Notice to Contractors," will not be considered and will be returned to the bidder.

5. **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest and best qualified responsive bidder complying with these instructions and with the "NOTICE TO CONTRACTORS." The City of Glendale, Arizona, however, reserves the right to accept or reject any or all bids or to waive any or all informalities or irregularities in the bid. Alternates may be accepted depending upon the availability of City funds. Accepted alternates will be considered in determining the lowest responsive and responsible bidder.

6. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same work unless alternate bids are called for in the specifications or any addenda. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

7. **CONTRACT:** The form of contract, which the successful bidder as Contractor will be required to execute is included in the contract documents and should be carefully examined by the bidder. The successful bidder shall use the forms provided or such other forms as are acceptable by the City.

8. **INSURANCE REQUIREMENTS:** Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed. Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. **Contracts in excess of \$250,000 shall require \$2,000,000 single occurrence/\$5,000,000 annual aggregate.**

Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.

This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

These limits may be met through a combination of primary and excess liability coverage.

**Auto.** A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

**Workers' Compensation and Employer's Liability.** A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

**Equipment Insurance.** Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

9. **SUBCONTRACTORS LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE:** The contractor will be required to furnish the form of subcontractors listing and certification of contract compliance with the executed contract documents. This information is requested for tracking and insurance purposes only.

10. **INTERPRETATION OF PLANS AND DOCUMENTS:** If any person contemplating a bid for proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans and

specifications, he may submit to the Engineering Department, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than ninety-six (96) hours before the bid opening time may not be answered. Any interpretation or correction of the documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City of Glendale will not be responsible for any other explanations or interpretations of the proposed documents.

11. CHANGES TO PLANS AND DOCUMENTS: Any changes to the plans and documents shall be made only by Addendum. No verbal or other changes to the plans and documents will be valid. A copy of each Addendum will be mailed or delivered as provided in Section 12 below.

12. ADDENDUM: Any addenda will be faxed, mailed or delivered to all who are known by the City to have received a complete set of bid documents, and to offices where bid documents have been filed for review purposes. It is the responsibility of each bidder to ascertain that he has received all addenda issued by telephoning the office identified in the NOTICE TO CONTRACTORS as the location where bid documents are available prior to submitting his bid.

Bidders shall acknowledge all addenda in the appropriate location on the "PROPOSAL" form. Failure to acknowledge receipt of Addenda shall render the bid proposal non-responsive and it will be rejected.

13. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner by the Owner unless such assignment has had prior approval of the Owner and consented thereto in writing.

14. PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER: The successful bidder may obtain five (5) sets of plans and specifications for this project from the City.

15. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within four (4) consecutive calendar days from and including the date of receipt of such Notice to Proceed. Work hours are to only be from Friday at 8:00am through Monday at 4:00pm. All work is to be completed by April 29, 2012. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

16. CITY OF GLENDALE TRANSACTION PRIVILEGE TAX: The City of Glendale transaction privilege tax shall **NOT** be waived under the provisions of this contract. The current privilege tax rate can be obtained from the City of Glendale Sales Tax and Licenses Department. The Contractor shall be responsible for reporting and payment of all city, county, state or federal taxes.

17. ALTERNATES: Alternate proposals will not be considered unless called for in the documents or any addenda thereto. When alternates are requested, all requested alternates or alternate bid items, unless otherwise stated, shall be bid. If no change in the base bid will occur with the alternate, enter "No Change."

Documents and Addenda establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered, before bid opening, unless written request for approval has been received by the City Engineer at least ten (10) working days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. Bidder shall not be entitled to approval of a substitute.

If a substitute is approved, the approval shall be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

19. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT SITE: Before submitting a Bid Proposal, bidders should carefully examine the Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations. No consideration will be granted for any alleged misunderstanding of the material, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the Bid Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

20. BIDDERS IN DEFAULT: No bid will be awarded to any person, firm or corporation that is not authorized by the Arizona Corporation Commission to do business in the State of Arizona, in arrears or is in default to the City of Glendale upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City of Glendale, or has failed to faithfully perform any previous contract with the City of Glendale.

\*\*\*END OF INFORMATION FOR BIDDERS\*\*\*

PROPOSAL-LUMP SUM

Place ARIZONA

Date 3-8-12

Proposal of GATEWAY POLICE DEPT FLOORING

a Corporation organized and existing under the laws of the State of ARIZONA ;

a partnership consisting of \_\_\_\_\_ ;

or an individual trading as \_\_\_\_\_ .

TO THE HONORABLE MAYOR AND COUNCIL  
CITY OF GLENDALE  
GLENDALE, ARIZONA

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: PROJECT - GATEWAY POLICE DEPARTMENT FLOORING, in strict conformity with the plans and specifications for the following lump sum.

**Base Bid:**

The undersigned agrees to perform the work as described in the Contract Documents for the following lump sum price:

FIFTEEN THOUSAND FIVE hundred DOLLARS NO 100  
(Written)

DOLLARS (\$ \$ 15,500 )  
(Figures)

**Construction Contingency:**

Add ONE THOUSAND AND 00/100  
(Written)

DOLLARS (\$ 1,000.00 )

**Total Bid including Contingency:**

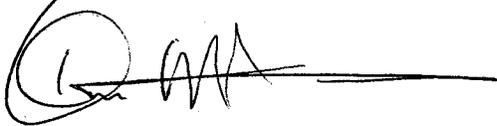
SIXTEEN THOUSAND FIVE hundred DOLLARS NO 100  
(Written)

DOLLAR (\$ \$ 16,500 )

(Figures)

NOTE: IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

BRILLIANT Epoxy Flooring INC.



The undersigned hereby declares that he has visited the site(s) and has carefully examined the contract documents relating to the work covered by the above bid or bids.

Upon receipt of notice of the acceptance of this bid, we will execute the formal contract attached within ten (10) days, and will deliver the Certificate of Insurance.

The undersigned has checked carefully all the above figures and understands that the City of Glendale, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

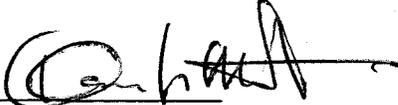
The undersigned understands that the Mayor and Council of the City of Glendale, Arizona, reserves the right to reject any or all bids or to waive any informalities or irregularities in the bid.

Respectfully submitted,

Arizona Contractor's  
Classification and  
License No.

ROC 260706

BRILLIANT EPOXY FLOORS INC.  
Contractor

By KEVIN MARKS 

\_\_\_\_\_

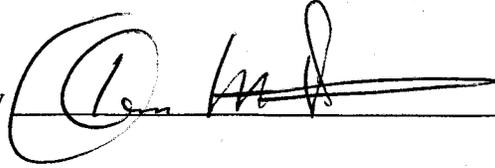
(Complete business address)

Telephone Number: 480-203-2444  
Fax Number 480-657-9020

Bidder shall signify receipt of all Addenda here (if any):

NONE

Failure to acknowledge receipt of all Addenda shall render the bid proposal non-responsive and will be rejected.

Acknowledged by 



## CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Brilliant KLM Inc., an Arizona corporation dba Brilliant Repaints and Epoxy Flooring ("Contractor") as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

### RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

### AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

#### 1. Project.

- 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

#### 1.3 Project Team.

- (A) **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than April 29, 2012.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the

proper execution of the Project.

- 3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 **Warranties.** At any time within three years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.
- 3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$16,500, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
- (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
- (1) Completed work generated by Contractor and its Sub-contractors; and
- (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 **Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this

Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

**6. Termination.**

**6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

**6.2 For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

**7. Insurance.**

**7.1 Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

## 7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

**7.3 Indemnification.**

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 7.4 Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

**8. Immigration Law Compliance.**

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 9.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United

States Department of Homeland Security, the Social Security Administration, or any successor program.

9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
10. **Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.
11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.
12. **Notices.**

- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- (A) The Notice is in writing, and
  - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
  - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
  - (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

- (A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Kevin Marks  
 Brilliant KLM Inc.  
 dba Brilliant Repaints and Epoxy Flooring  
 10401 E. McDowell Mountain Ranch Road, Suite 178  
 Scottsdale, AZ 85255

- (B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
 Attn: Dave Kohnert  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

With required copies to:

City of Glendale  
 City Manager  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

City of Glendale  
 City Attorney  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

(C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 **Interpretation.**

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

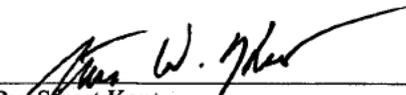
14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

- 14.6 Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 14.7 Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 15. Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
- 16. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

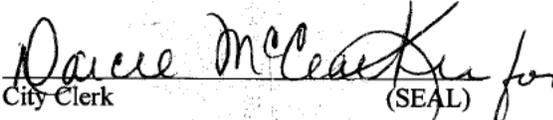
Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

  
By: Stuart Kent  
Its: Executive Director

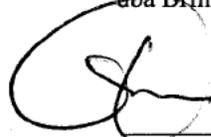
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

Brilliant KLM Inc.  
an Arizona corporation  
dba Brilliant Repaints and Epoxy Flooring

   
By: Kevin Marks  
Its: President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [X] NO  
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. \_\_\_\_\_  
FEDERAL TAXPAYER IDENTIFICATION NO. \_\_\_\_\_



**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

Removal of 2,833 s.f. and 373 l.f. of base molding, install an epoxy and polyurethane flooring system manufactured by Arizona Polymer Flooring at the Gateway Police Building, 6261 N. 83<sup>rd</sup> Avenue, Glendale AZ. Room dimensions and locations as per plans.

**EXHIBIT B  
CONSTRUCTION AGREEMENT**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By bid, including all services, materials and costs.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$16,500.00.

**DETAILED PROJECT COMPENSATION**

Per page 7 of the Bid Schedule.

**EXHIBIT C  
CONSTRUCTION AGREEMENT**

**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
- (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
- (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



CITY OF GLENDALE, ARIZONA  
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS

**PROJECT - GATEWAY POLICE DEPARTMENT FLOORING**

To the City of Glendale, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ \_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Glendale against any and all liens, claims of liens, suits, actions, damages, charges, costs, litigation expenses, attorneys' fees and any other and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## SUPPLEMENTAL GENERAL CONDITIONS

1. **GENERAL:** By Ordinance No. 1110 New Series, the City of Glendale adopted the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of the City Engineer of the City of Glendale, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" are used, the meaning shall be the City of Glendale.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

2. **DEFINITIONS:** The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

**CITY:** The word "City" refers to the City of Glendale, Arizona. The official representative of said City in these proceedings shall be the City Engineer.

**CONTRACTOR:** The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the City.

**MATERIALS:** The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

**SUBCONTRACTOR:** The word "Subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, but does not include those who merely furnish materials not so worked.

**ENGINEER:** The word "Engineer" means a person, firm or corporation duly authorized by the City, to act for the City in staking out the work, inspecting materials and construction, and interpreting plans and specifications.

**CONTRACT DOCUMENTS:** The words "Contract Documents" mean the Notice to Contractors, Information for Bidders, "Uniform Standard Specifications for Public Works Construction," MAG General Conditions, Supplemental General Conditions, Special Provisions, Supplemental Specifications, Proposal, Contract, Certificates of Insurance, Plans and Addenda thereto.

3. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.

4. **WITHDRAWAL OF PROPOSALS:** No proposal shall be withdrawn following the opening and

reading of the bids for a period of 50 days from the date of opening without the consent of the contracting agency through the body or agent duly authorized to accept or reject the proposal.

5. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense except as otherwise provided by the contract documents or the laws of the State of Arizona.

6. **DUST PREVENTION:** The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations" which have been adopted pursuant to A.R.S. § 36-779.

The Contractor shall be required to obtain the necessary permit from the Maricopa County Air Pollution Control Bureau, 1001 N. Central Ave., Phoenix, Arizona 85004 - telephone (602) 506-6727.

7. **EXCESS MATERIAL:** Excess material shall be removed from the work site and wasted at a location approved by the Engineer. Broken concrete and asphalt may be delivered to the Glendale Sanitary Landfill located at 115th Avenue and Glendale Avenue. The prevailing regulations and fee schedule will not be waived for work under this project. All materials, to be disposed of at the landfill, shall be weighed and disposed of at the prevailing rate.

8. **STOCKPILE OF MATERIALS:** The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

9. **REFUSE COLLECTION ACCESS:** At any time the project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interfered with, the Contractor shall, at least 48 hours prior to causing such closure or disruption, make arrangements with the Field Operations Department in order that refuse collection service can be maintained.

10. **CLEAN-UP:** After all work under this contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the work, from the site of the work. Clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of over-size rocks and boulders left after finish grading. The contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

11. **SHOP DRAWINGS:** The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop

drawing or sample submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

12. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by the City. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

13. STATUS OF EMPLOYEES: Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

14. LAWS AND REGULATIONS: This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future City and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.

15. PERMITS: The City has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by the City. A no-fee permit will be issued for work in the City of Glendale right-of-way and easement. (Also see Paragraph 7. Dust Prevention.)

16. ELECTRIC POWER AND WATER: The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of the City, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water. Fire hydrant meters may be obtained from the City of Glendale. Installation and removal of meters should be scheduled at least forty-eight (48) hours in advance through the Public Works/Utilities Division at 930-2700. A \$325 deposit is required for each meter. The cost of the water is at the prevailing rate.

17. SURVEY CONTROL POINTS AND MONUMENTS: Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.

18. EXISTING UTILITIES: The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent unwillful damage to the underground utilities.

In the event the Contractor or its Subcontractor damages an existing, properly identified underground City of Glendale water or sewer line, the Contractor shall be responsible for the repairs at its expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to the City, and he shall conduct his work so as to prevent interruption of service or damage to them.

The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for his Contract.

Utility companies and other interested parties have been provided with construction plans and the construction schedule for this project. The Contractor shall comply with MAG Specifications 105.6

to cooperate with the utility companies.

19. **MAINTENANCE OF IRRIGATION FACILITIES:** Where irrigation facilities interfere with construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

20. **OVERHEAD UTILITY LINES AND POLES:** Contractor is advised that when work around overhead lines and poles is required on a project the Contractor is required to coordinate with Utility Companies who own and operate overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what actions the Utility Company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.

The primary and the backup representatives for this review and cost determinations are as follows:

Arizona Public Service:	Mr. Bobby Garza	602-371-7989
Qwest:	Mr. Ron Floyd	602-630-1932
Salt River Power:	Mr. Al Baizel	602-236-0840
Cox Communications:	Mr. Randy Sims	623-694-9593
Cox Communications:	Ms. Suzanne Holzer	623-328-3522

21. **SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION:** The Contractor, upon exposing a gas line during construction, shall call SOUTHWEST GAS at 602-271-4277. The Southwest Gas patrolman will respond, usually within an hour, to inspect the line. Minor cuts or abrasions to the pipe coating will be rewrapped and tracer wire will be reconnected at no cost to the City.

22. **UNDERGROUND UTILITIES' BEDDING:** All water, sewer, storm drain, irrigation and other conduits installed within the City of Glendale shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of Section 601.4.6 of MAG Uniform Standard Specifications. The initial bedding under the pipe is required for pipe having an inside diameter of 12 inches or larger, and in all cases where rock larger than 1-1/2" is encountered in the trench bottom.

23. **SEWER SERVICE LINES:** The Contractor shall be responsible for locating, and protecting from damage during construction, all sewer service lines within the project which are not owned by the City. Contractor will be permitted to review the "as-builts" to assist Contractor in locating the non-City owned sewer service lines. These "as-builts" were prepared, and supplied to the City, by private developers or contractors who installed the non-City owned sewer service lines. Therefore, the City does not guarantee or warranty the accuracy of such "as-builts" and the contractor, as a condition for being allowed to review such "as-builts", hereby agrees to hold the City harmless for any and all damages or other expenses contractor may incur as a result of any inaccuracies or incorrect information in these "as-builts".

24. **RIGHTS-OF-WAY:** The City will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of the City of Glendale, Maricopa County, Arizona, without the consent of the owner of such property.

25. **SUBCONTRACTS:** Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be subject to the approval of the City.

All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to the City Engineering Department; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

26. **PRE-CONSTRUCTION CONFERENCE:** After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of any work on the project, the Engineer will schedule a Pre-Construction Conference. This will be held at the City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the Engineer. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

Minimum attendance by the Contractor shall be a responsible official of the company/corporation, who is authorized to execute and sign documents on behalf of the company/corporation.

27. **OVERTIME:**

Regular Work Hours: The work required to be performed by the Plans and Specifications for the Project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City of Glendale recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform work overtime, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for City's costs incurred as a result of overtime work requested by the City or overtime work resulting from an emergency which is not the responsibility of the Contractor or its employees, subcontractors or suppliers. The City's cost will be billed directly to the Contractor or may, at the City's option, be deducted from monies due the Contractor.

28. **CONTRACTOR'S CONSTRUCTION SCHEDULE:** Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be

granted any extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

29. CHARACTER OF WORKMEN: None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

30. HINDRANCES AND DELAYS: Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

30.1 Delay: In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay, in accordance with the City of Glendale Engineering Department's POLICY STATEMENT FOR CALCULATING DELAYS AND DAMAGES. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

### 31. LIQUIDATED DAMAGES:

31.1 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Bidders, then the contractor shall pay the City of Glendale, Arizona, liquidated damages, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the work is substantially complete.

31.2 Should the contractor fail to fully and finally complete the work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Information for Bidders, even though the contractor has achieved substantial completion of the work within such time, then the

contractor shall pay the City of Glendale, liquidated damages (pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments), in an amount equal to 100% of the applicable liquidated damage rate set forth in MAG Section 108.9 for each and every calendar day of delay until the work is fully and finally complete and accepted.

31.3 The date of substantial completion shall be the date when the work is sufficiently complete, in accordance with the contract documents, so the owner can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all the project's parts and systems operable as required by the contract documents and all the work is complete, accessible, operable, and usable by the owner for its intended purpose(s), and all parts, systems and sitework are 100% complete and cleaned for the owner's use. Only incidental corrective work and final cleaning (if required), beyond cleaning needed for the owner's full use, may remain for final completion.

31.4 Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list and final cleaning, has been completed and the entire project is accepted by the owner.

32. PAYMENTS TO CONTRACTOR: The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized, monthly statements prepared by the City and signed by the Contractor. The Contractor shall submit an itemized, duly certified and approved estimate for work completed through the last day of the preceding month in accordance with MAG Specifications, as amended by these Supplemental General Conditions. Upon approval of the pay estimate, the City will mail the check directly to the Contractor.

The pay estimate shall be accompanied by an updated progress schedule as required by these Supplemental General Conditions and a cash flow report when required by the Special Provisions. Approval of progress payments shall be conditional upon submittal of progress schedules and cash flow reports, when required, which are acceptable to the Engineer.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the City with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the City via fax at (623) 915-2689, and mail the original to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301. Should any ambiguity arise between the Contract and these Conditions, the provisions of the Contract shall prevail.

\*\*\*END OF SUPPLEMENTAL GENERAL CONDITIONS\*\*\*

SPECIAL PROVISIONS

1. **SCOPE OF WORK:** Removal of 2,833s.f. and 3731.f. of base molding, install an epoxy and polyurethane flooring system manufactured by Arizona Polymer Flooring.

2. **DEFINITIONS:**

A. **Section:** Reference to a Section on the plans or in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by the drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.

B. **Standard Detail:** Reference to a MAG Standard Detail (MAG S.D.) on the plans or in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. City of Glendale Standard Detail (C.O.G. S.D.) shall mean a standard detail drawing in the City of Glendale's Engineering Design and Construction Standards, latest revision. City of Phoenix Standard Detail (C.O.P. S.D.) shall mean a standard detail drawing in the Phoenix Supplemental Standard Details for Public Works Construction, latest revision.

3. **COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS:** In all instances wherein the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

4. **ALLOWANCE FOR CONSTRUCTION CONTINGENCIES:** Bid schedule includes a lump sum contingency allowance. This allowance is at all times the property of the City and is for the sole purpose of reimbursing Contractor for any unforeseen work not apparent at the time of bidding or additional work requested by the CITY OF GLENDALE.

No work anticipated for reimbursement under this Bid Item shall be initiated by Contractor until Contractor, City of Glendale Representative and City of Glendale agree on the scope and cost to perform the additional work. The Contractor shall prepare and submit to City of Glendale Representative a cost itemization and summary for the additional work. City of Glendale Representative and City of Glendale shall review and approve prior to Contractor proceeding with any additional work. Any portion of the stated sum not expended remains the property of the City of Glendale.

Work under this section shall consist of any additional work identified by the owner and contractor due to construction activity. All work under this item shall be itemized as per MAG requirements and deducted from the set amount of \$1,000.00. All work under this section shall include but is not limited to all necessary materials, tools, layout, survey and labor required to complete each task.

Measurement and payment for this item shall be made on an individual basis per task and as described above. Limit for this item is set at \$1,000.00 on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY.

\*\*\*END OF SPECIAL PROVISIONS\*\*\*

**SUPPLEMENTAL GENERAL CONDITIONS**

(see attached)



**Gateway Public Safety Facility**  
**6261 N. 83rd Avenue**  
**Glendale, AZ.**  
**Location Map/Photo**

# QUANTITIES

FOR REFERENCE ONLY

## Copy Room

Flooring - 117 S.F.      Base - 42 L.F.

## Brief / Debriefing Room

Flooring - 1,127 S.F.      Base - 182 L.F.

## Break Room

Flooring - 372 S.F.      Base - 70 L.F.

## Locker Room

Flooring - 1,017 S.F.      Base - Incl. in floor Qty.

## Evidence

Flooring - 200 S.F.      Base - 79 L.F.

## Total

Flooring - 2,833 S.F.      Base - 373 L.F.



129A

FUTURE DEPT.  
124

PHONE DATA  
129

STOR.  
126

SC 1



INFO.  
131

SC 1

F.O.L.T.  
118

STOR.  
121 VCT 1

CT 1  
44/A801

NPS  
119

NPS  
120

BRIEFING  
122

DEBRIEFING  
127

EVIDENCE  
132

LAR PROPRI  
134

WEAPON  
134

Refuse Container

MEN'S LAV.  
156A

MEN'S TOILETS  
156

WOMEN'S TOILETS  
157

WOMEN'S LAV.  
157A

LOCKERS  
164

BREAK  
165

JAN  
160

MEN'S  
162

WOMEN'S  
163

CITY LOCKERS  
161

AG

12

02 A802

CH

7

165

136

129

124B

126

124

123

128

124A

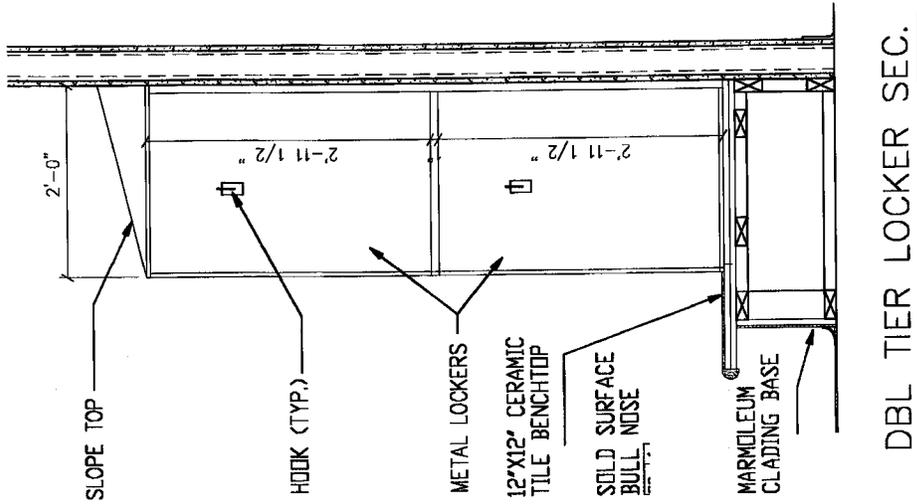
C 2

CT 1

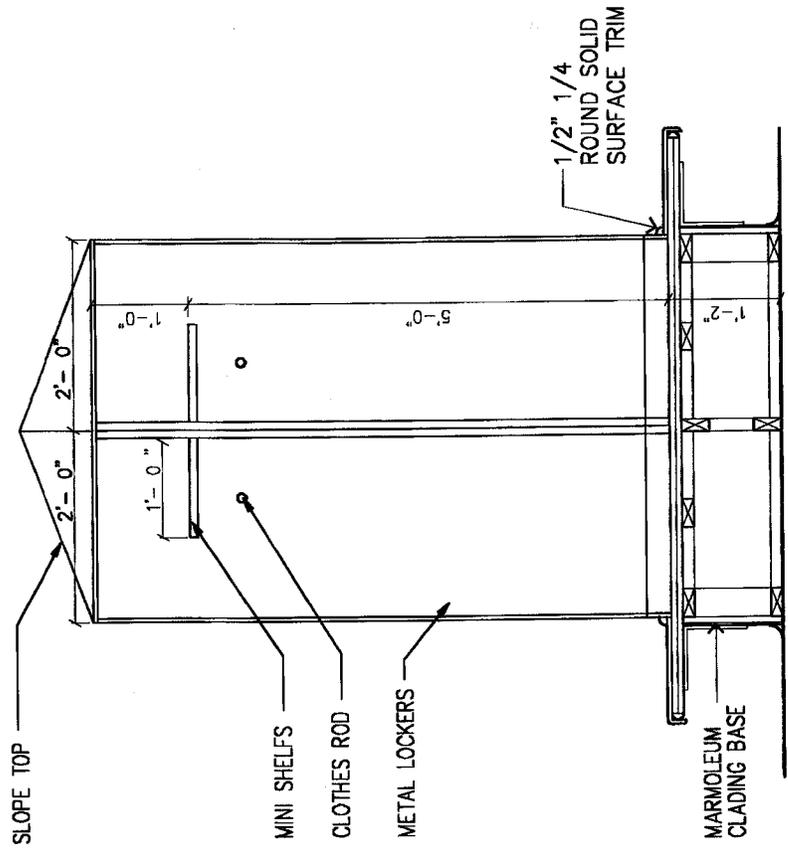
131

CT 2

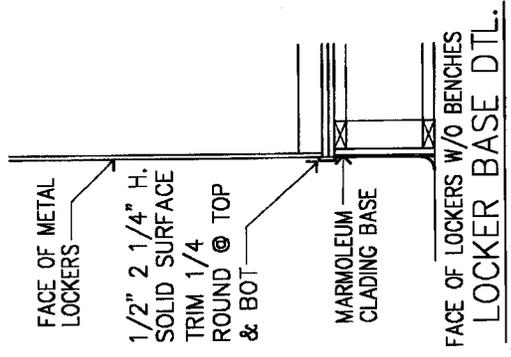
CT 1



DBL TIER LOCKER SEC.



SINGLE TIER SEC.



FACE OF LOCKERS W/O BENCHES  
LOCKER BASE DTL.

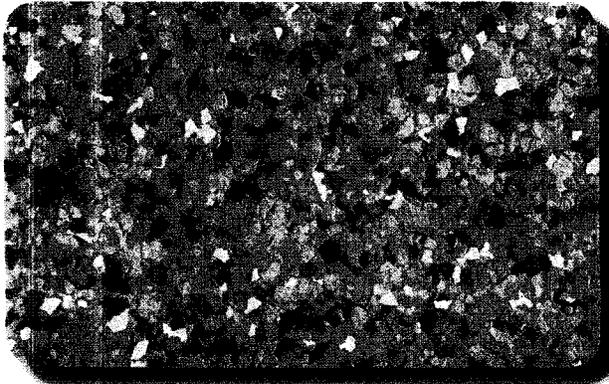
# LOCKER ROOM FLOORING DETAILS



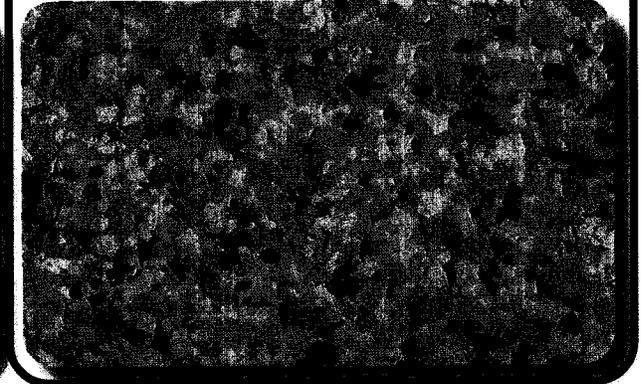
# GRANITEX COLOR CHIPS

Arizona Polymer Flooring offers 12 different Granitex chip blends in 1/8 inch, 1/4 inch and 5/8 inch chips.

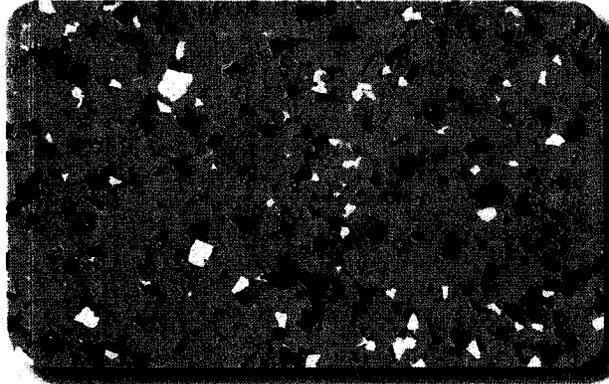
■ **Cafe Mocha**



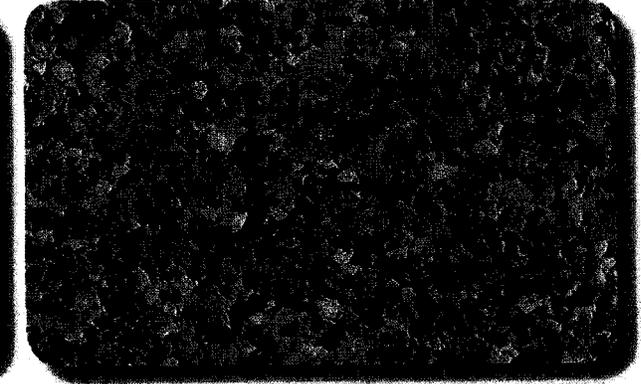
■ **Desert Butte**



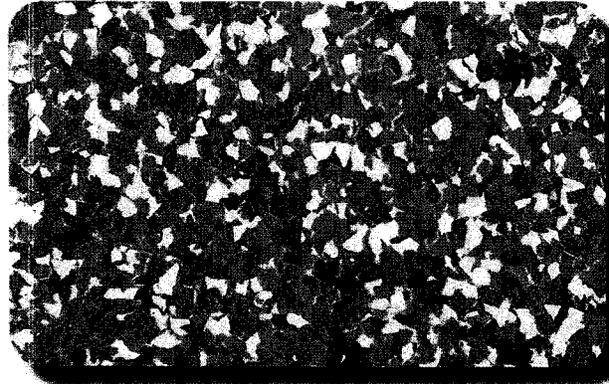
■ **Dolphin**



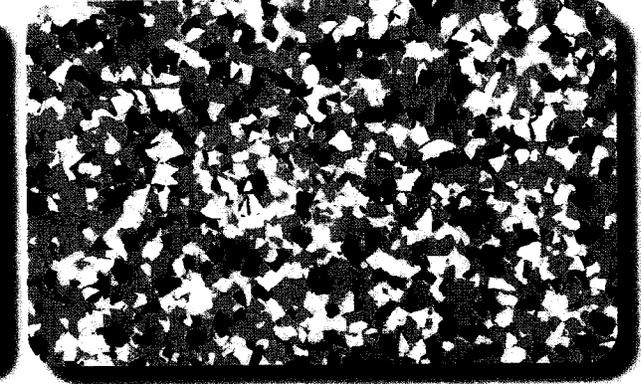
■ **Fire Brick**



■ **Independence Blue**



■ **Marble**



## PROTECTION OF EXISTING CONDITIONS

### A. Protection of existing building with tenants:

1. Maintain all required exits per applicable City of Glendale approved codes. Do not block or restrict access and use of these exits during the Work of this Project.
2. Provide protection to ensure safe passage of people around Selective Demolition area and to and from occupied portions of building.

### B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent building and facilities to remain.

1. Protect walls, ceilings, floors, and other existing finish work that are to remain or that may be exposed during Selective Demolition or cutting and patching operations.
2. Cover and protect finishes and equipment from soilage or damage when Selective Demolition work is performed in areas where such finishes and equipment are indicated to remain. Should existing work be damaged during the course of the Selective Demolition or during construction, repair damaged finishes and equipment to new condition, to be indistinguishable from existing work identified to remain.

### C. Dustproof Partitions:

1. Erect and maintain dust-proof closures as required to prevent spread of dust or fumes to adjacent occupied areas.
2. On completion, remove partitions and repair damage surfaces to match adjacent surfaces.

### D. Existing Equipment:

1. All vending machines, tables etc. will be removed prior to Contractor starting work.

## FINISH COLORS

Floor color to be GRANITEX , 1/4", Desert Butte

Rubber base to match existing

## REFUSE

A dumpster will be provided at the location shown on the location map/photo.

## SECTION 09727

### GRANITEX COLOR CHIP FLOORING (2 Day)

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
1. Moisture vapor emission testing.
  2. Surface preparation.
  3. Furnishing and installation of seamless color chip flooring.

##### 1.02 RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete:
1. Concrete slabs on or below grade shall be installed over an effective moisture vapor barrier.
  2. Concrete slabs shall be cured 30 days, be structurally sound and have a steel trowel finish.
  3. Surface shall be well sloped to drains, straight and level with the permissible degree of tolerance of 1/4" in 10'-0" in any direction.
  4. No curing compounds or surface contaminants shall be used in placing new concrete.

##### 1.03 SUBMITTALS

- A. Submit manufacturer's product data, literature and brochures.
- B. Submit manufacturer's samples showing color choices and texture.
- C. Prior to commencing work, installer shall prepare two 6" x 6" samples of the resinous flooring chosen for the project showing actual color, thickness and texture. These samples shall serve as a basis for comparison through the duration of the work.

##### 1.04 QUALITY ASSURANCE

- A. All materials used in the seamless color chip flooring system shall be manufactured by a single manufacturer to ensure compatibility and proper bonding.
- B. Applicator shall be a licensed contractor, trained and approved by the manufacturer and shall have a minimum of 3 years experience in the application of special polymer flooring.
- C. All work shall be performed in strict accordance with the manufacturer's written instructions.

##### 1.05 DELIVERY, STORAGE AND HANDLING

- A. All material shall be delivered to the jobsite in unopened containers clearly labeled by the manufacturer and stored in a dry location at a minimum of 65 degrees F.

## 1.06 WARRANTY

- A. Manufacturer shall guarantee that his materials are free from defects and comply with his published specifications.
- B. Applicator shall warranty against faulty workmanship for a period of three years from substantial completion of the project.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Resin systems and color chips shall be as supplied by Arizona Polymer Flooring, Glendale, Arizona.

### 2.01 MATERIALS

- A. Primer/base coat shall be two-component, thermosetting epoxy resin.
- B. Color chips shall be 3-5 mil thick colorfast vinyl acrylic paint chips.
- C. Build coat shall be a single component water based acrylic.
- D. Glaze coat shall be two-component VOC compliant aliphatic polyurethane.

### 2.03 SYSTEM DESCRIPTION

- A. Flooring system shall be 15 -20 mils thick with color and texture to match the sample chosen.
- B. Finished flooring system shall have the following performance characteristics:
  - 1. Tensile Strength (ASTM D 638): 5000 psi.
  - 2. Tensile Elongation (ASTM D 638): 25%
  - 3. Compressive Yield Strength (ASTM D 695): 7075 psi.
  - 4. Impact Resistance (ASTM D 2794): Passes 160 inch pounds.
  - 5. Tabor Abrasion (C517 wheel, 1000 gr. load, 1000 cycles): 40 mg.
  - 6. Thermal Shock Resistance (ASTM C 1884): passes
- C. Chemical Resistance: (ASTM D 1308 - 24 hour exposure) Unaffected by the following:
  - 1. Urine
  - 2. Blood
  - 3. Alcohol
  - 4. Black Ink
  - 5. Gasoline
  - 6. Brake Fluid
  - 7. Skydrol B-4
  - 8. Xylene
  - 9. 25% Hydrochloric Acid
  - 10. 25% Sulfuric Acid
  - 11. 10% Acetic Acid

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verification of Conditions:
  - 1. Inspect surfaces to receive seamless color chip flooring.
  - 2. Conduct calcium chloride moisture vapor emission testing according to ASTM 1869-04. If test reading is above three pounds, consult Arizona Polymer Flooring before proceeding.
  - 3. Before starting work, report in writing to the architect any unsatisfactory condition.
  - 4. Application of any material shall signify that surfaces have been inspected and are satisfactory.

### **3.02 SURFACE PRÉPARATION**

- A. Remove substrate ridges and protrusions by grinding or sanding.
- B. Concrete surfaces to receive flooring system shall be abraded to a minimum of 5 mil profile using shotblasting or acid etching. If acid etching is used, it shall be done in strict accordance with the manufacturer's written instructions. Etching shall be accomplished using a mechanical scrubber with an aggressive "nylogrit" type brush.
- C. Control joints and cracks should be filled with Epoxy 300 Flex Paste according to the manufacturer's instructions. All expansion joints should be honored.

### **3.03 INSTALLATION**

- A. Allow sufficient time for the installation of the flooring system. At no time shall the speed of project completion be allowed to detrimentally affect the application.
- B. Provide sufficient light, power, heat and working conditions to permit proper application of the material. Substrate temperature shall be at a minimum of 50 degrees F during application and for 48 hours thereafter.
- C. Apply Epoxy 550 at the rate of 150-200 sq. ft. per gallon. Broadcast premixed color chips into the wet basecoat. Allow to cure overnight.
- D. After the base coat has cured, sweep excess chips and scrape aggressively with drywall scraper. Sweep again and vacuum loose chips .
- E. Apply build coat of Cem-Seal Clear at a rate of 250-300 sq. ft. per gallon.
- F. Apply finish coat of Polyurethane100 or Polyurethane 501 at a rate of 300-325 sq. ft. per gallon.

### **3.04 PROTECTION OF FINISHED WORK**

- A. Prohibit traffic on floor for 48 hours after installation.
- B. Avoid heavy abrasion and chemical exposure for five days.

### **3.05 MAINTENANCE**

- A. Floor should be cleaned with ammonia and water or a mild, non-filming detergent. For difficult stains, paint thinner may be used without harming the finish.
- B. Waxing is not required but may be done if desired. Periodic reglazing will completely renew the surface. This should be accomplished according to manufacturer's written instructions.

**END OF SECTION**

## **MISCELLANEOUS PREPARATION INSTRUCTIONS**

### **APF Resinous Flooring Systems**

#### **FILLING INTERIOR HOLES, CRACKS AND JOINTS**

For interior thin film epoxy or polyurethane coatings, holes, cracks and control joints should be filled using Epoxy 300 Flex Fast Cure and a fumed silica thickening agent. This is done the day of initial surface preparation. Mix the epoxy according to the label instructions and add fumed silica until a paste-like consistency is obtained. The mixture must be used without delay - within 15 minutes of blending.

Put the paste in the cavity with a putty knife, leaving a slight mound over the top. The next day, sand flush to the surface using the hand grinder and 16 grit sandpaper. These cracks and control joints will have only a slight probability of re-cracking.

True interior expansion joints may be treated in several ways. They may be filled as described above, and the coating system applied. If sufficient slab movement occurs, re-cracking is likely to occur. If this situation is not acceptable, the joint may be sawcut after the application of the flooring system and filled with an elastomeric polyurethane caulk.

If the application is an interior vinyl chip or aggregate filled flooring system, holes, cracks and control joints are normally filled with Epoxy 300 Flex Paste after preparation using a flexible putty knife. This material must be allowed to cure firm before proceeding with the primer.

#### **FILLING EXTERIOR HOLES, CRACKS AND JOINTS**

Exterior holes may be treated in the same fashion as interior holes. Exterior cracks and control joints are usually not filled, or if filled, would have a high probability of re-cracking. Filling with Epoxy 400 and sawcutting after the application is also an option.

Exterior felt expansion joints may be left uncoated, or if coated for cosmetic reasons, should be primed well with Epoxy 300 Flex before application of the coating system. Hairline cracking will normally develop in these high movement exterior areas.

#### **CAULKING**

Latex caulk is used in all the residential systems to fill gaps between the felt expansion joint and the house, and between the joint and the slab. This is done after surface preparation and before the application of the primer.

## **SURFACE PREPARATION INSTRUCTIONS**

### **APF Resinous Flooring Systems**

#### **GENERAL**

Surface preparation is the most critical aspect of any resinous flooring application. Thorough preparation ensures maximum adhesion and long-term integrity of the flooring system. The following guidelines have been prepared to assist the applicator in the preparation of a variety of substrates. Should there be questions about a specific job condition not clearly covered in these instructions, contact our technical service department for guidance prior to application.

#### **MOISTURE VAPOR EMISSION TESTING**

All interior concrete floors are subject to possible moisture vapor drive which could ultimately cause coating failure. Prior to application, calcium chloride moisture testing should be done according to ASTM 1869-04.

#### **NEW CONCRETE**

New concrete on or below grade should be poured over an effective moisture vapor barrier. Concrete must be cured for 30 days prior to the application of any coating, except Epoxy 100, which can be successfully applied to "green" concrete. Curing compounds should not be used on new concrete pours where a resinous flooring system or coating has been specified because they may affect the bond of the material. A good method for detecting curing compounds or clear sealers is by pouring a small amount of diluted muriatic acid onto the surface. If vigorous bubbling does not occur, a curing compound or sealer is present. These must be mechanically removed before proceeding. New concrete must be prepared by shotblasting, careful acid etching or diamond grinding. In either case, a properly prepared surface will have a minimum 5 mil profile. This "toothed" surface insures proper adhesion.

If acid etching, the area to be prepared is hosed thoroughly, being careful to wet down any adjoining areas that may be damaged by contact with the acid solution. It is very important to keep the entire area wet until completion of the etching process. Never allow the acid solution to dry on the concrete as this could weaken the adhesion of the system.

Etching is normally a two-man procedure, with one man operating the floor machine (a nylogrit brush is used for etching) and the other man responsible for pouring the acid evenly and working the broom. The second man will also control the flushing of the area with the hose. The acid is mixed in a 5 gallon plastic pail - 3 or 4 parts water to 1 part acid. The strength of the solution is determined by the condition of the concrete. Very hard, smooth or shiny concrete will require a stronger solution.

The acid solution is poured into a sprinkling can and then onto the surface. Hold the sprinkling can close to the surface to avoid splashing the acid on adjoining areas. Caution: the acid solution will permanently damage aluminum doors or painted metal surfaces. Keep adjoining outdoor carpet wet at all times and minimize contact with the acid solution. Do not get acid on concrete areas not to be etched. If contact does occur, flush as soon as possible with water.

### **New Concrete - Cont'd**

Five-gallons of mixed solution will cover approximately 150 sq. ft. The area will be scrubbed with the floor machine, systematically going first left to right, and then up and down. The second man will aggressively scrub the edges and places inaccessible to the floor machine. Use a stiff bristled broom or wire brush for this purpose. He will also work the hose to keep the area wet during the procedure.

Upon completion of a 150 sq. ft. area, rinse well. A properly etched concrete surface has the profile of 120 grit sandpaper. If the concrete still feels smooth, repeat the procedure. After the concrete is thoroughly etched, pour 8 oz. APF Super Base Neutralizer into 4 gallons of water. Pour into the sprinkling can and disperse evenly over the area just etched. Scrub aggressively with the broom paying special attention to the edges and areas that may retain the acid solution (next to cabinets, washer and dryer, etc.). Rinse well.

If it is necessary to walk on an area that has been etched and neutralized, be sure to hose boots off to avoid recontaminating the area. If the etched area was a driveway or garage, be sure to flush the residue well down the street. This is done with one man working the hose and the other brooming the residue until it is well dispersed.

If concrete is diamond ground, it must be done thoroughly to "open up" the surface. After diamond grinding, pressure wash or vacuum surface well to remove all dust. After surface preparation, the surface must have the texture of 120 grit sandpaper.

### **OLD CONCRETE**

Old concrete slabs must be structurally sound and free of contaminants such as dirt, grease, oil, mastics or unsound coatings that interfere with the bonding of the flooring system.

Grease and oil must be removed from the concrete using the floor machine and nylogrit brush. This is accomplished using Maintex 7-11 Degreaser. Heavily soiled areas will require multiple cycles of chemical application, scrubbing and rinsing. After the degreasing procedure, these areas would normally be acid etched using the acid solution and Maintex 7-11 together for further deep cleaning.

Mastics used to adhere carpet or tile are best removed by shotblasting, mechanical grinding or scraping. Effective tools for this type of removal are diamond grinders, angle sanders with course sandpaper and "scrape away" type attachments for the floor machine. If possible, remove the carpet or tile a day or two in advance and allow the mastic to dry thoroughly before attempting removal. The flooring contractor needs to be aware of the special health regulations governing the removal of asbestos tile. Removal of this type of tile and mastics is normally done by a specialty asbestos abatement contractor.

Remove old coatings except for well adhered epoxy materials. Adhesion should be assessed by doing several crosshatch/tape pull tests. Coating removal can be done mechanically by grinding, sanding or shotblasting. Chemical removal can be accomplished using DBX Safety Stripper available through APF.

After removal of contaminants, old concrete must be shotblasted, acid etched or diamond ground in the same manner as new concrete.

## **WOOD FLOORS**

Polymer floors should not be applied to plank or stripped flooring. Use exterior grade plywood or tongue and groove underlayment grade plywood only. On new construction apply 3/4" plywood over a subfloor that is well supported by adequate floor joists. If the existing floor is completely solid and adequately fastened to the floor joist, 1/2" plywood will suffice to cover it. Stagger plywood sheets to avoid a four corner meeting. Secure plywood with barbed underlayment grade nails, 6" on center along all edges and 9-12" on center elsewhere. Do not butt edges too tightly, allowing space for expansion. Use a penny to gage spacing.

Sand the entire surface lightly. If adjoining edges do not have the exact same thickness, sand the high edge to make level.

For areas exposed to water and moisture, it is recommended to seal all edges and bottom side of plywood. Apply 2 coats of Epoxy 100 before installing plywood.

Fill all joints, nail holes, etc., with Epoxy 300 Flex Paste.

## **QUARRY TILE, CERAMIC TILE AND OTHER HARD SURFACES**

Examine any tile floor to be coated for soundness. Each tile should be "sounded" with a hammer individually, making sure it is firmly bonded to the substrate. Loose tiles should be removed.

The floor should be mechanically cleaned and degreased if necessary. The ideal method of achieving a profile on hard dense surfaces is shotblasting or diamond grinding. Repair all chips and holes with Epoxy 300 Flex Paste before application of the coating system.

## **PREVIOUSLY COATED SURFACES**

If the surface to be coated is not a well adhered epoxy material, it should all be mechanically removed. Sound surfaces are prepared by scrubbing with APF Orange Clean using a floor machine and a coarse black janitor pad. This cleaning is normally a two-man procedure, with one man operating the floor machine and the second man working the hose, pouring the cleaner out of a sprinkling can, and cleaning the joints and edges by hand.

Cleaning is to be done in 200 sq. ft. areas. Wet down the surface and apply the Orange Clean. The area is then scrubbed with the floor machine, systematically going first left to right, and then up and down. All of the edges and joints will be scrubbed with steel wool. Be certain that the area being cleaned is kept continually wet. Do not allow the cleaning solution to dry on the surface. Rinse well. After surface has dried, sand well with 80-100 grit sandpaper. Sweep well before coating.

## **APPLICATION INSTRUCTIONS**

### **Granitex Color Chip Flooring (2 Day)**

#### **SURFACE PREPARATION**

Surface preparation is vital to the long-term success of the installation. All surfaces to be coated must be clean, sound and free of mastics or other contaminants which may interfere with bonding. Landscape rock or grass must be removed from the perimeter of exterior slabs, allowing 1-2 inches of the vertical edge to be treated. For interior applications, moisture vapor emission testing should be done using the calcium chloride test method according to ASTM 1869-04. Concrete must be acid etched, shotblasted or diamond ground to achieve a 5-10 mil profile. After proper surface preparation, the concrete must have a profile similar to 120 grit sandpaper. Wood surfaces must be exterior grade plywood, securely fastened to the subfloor or joists. Wood must be sanded before application. Read our detailed instructions on surface preparation before proceeding.

After the initial preparation has been accomplished, inspect the surface for indentations and holes. These must be filled prior to application using Epoxy 300 Flex Paste. A flexible putty knife or trowel works well for this procedure. Patching may be done while the concrete is damp.

Generally, on interior applications, cracks and control joints are filled with Epoxy 300 Flex Paste and would have a low probability of re-cracking. Expansion joints should be filled with Epoxy 300 Flex Paste and the system applied over the joint. After final cure, recut the joint and fill with a two-component urethane caulk. For exterior applications where more movement is anticipated, cracks and control joints are usually not filled, or if filled, would be expected to re-crack. Bull nose joints in garage floor applications and in all exterior applications are normally not filled. Exterior felt expansion joints are normally coated well with Epoxy 300 Flex before priming. Expansion joints without felt should be honored and treated in the same manner as interior expansion joints. Interior felt joints should be coated with latex paint before priming. This reduces the porosity of the felt and helps the chips cover better.

#### **BLENDING OF THE COLOR CHIPS**

Pre-blended chips are available from the factory to match the APF samples. Custom blending is also available. Determine the total pounds of chips needed for the installation. If you want the entire surface to be covered with chips, a "broadcast or refusal" is required. To determine the pounds of chips necessary to have on hand for your installation, multiply the total square feet by the factor of .12. If using the 1/8" chips, use a factor of .15. Of this total amount, 10-20% will be recovered and can be used on a future job. If both used chips and new chips are to be used on a job, they must be blended together to achieve uniformity. Use household screen to remove most of the powder from the mix before using. It is obviously better to have too many chips on the job than not enough. If the contractor chooses to purchase single color chips and do his own blending and processing, use the following procedure: Mix all the color chips thoroughly and put them through 1/8, 1/4 or 5/8 inch hardware mesh for sizing. Most of the powder generated from blending must be removed using regular household screen.

## **APPLICATION OF THE COLOR CHIPS**

The basecoat for the system is Epoxy 550. Any vertical areas such as coves or perimeter slab edges must be chipped first. Brush a liberal coat of Epoxy 550 onto the vertical areas, stopping the material approximately 1 inch onto the horizontal surface. Throw the chips by hand into the fresh material until the area is uniformly covered. After completing all of the vertical areas, sweep up any excess chips from the horizontal surface.

Apply the Epoxy 550 to the horizontal surface with a 1/2 inch nap roller. Overlap slightly any vertical areas previously chipped. Apply a liberal coat, but do not allow to puddle. The application rate should be 150-200 sq. ft. per gallon. The application rate is important. Do not "stretch" the material.

Transfer the chips from the box into 5 gallon pails. (These pails are available through APF) The mechanic sprinkling chips must walk onto the wet material wearing spiked shoes. Sprinkle the chips through the fingers with the palm turned upward. For larger areas, have two mechanics sprinkling the chips. It is advisable to practice sprinkling the chips on the dry primer to "get a feel" for sprinkling before you begin the actual process.

For the best finished appearance, an even distribution of color chips is essential. The easiest way to achieve this is broadcasting the chips to refusal. This means getting enough chips on the coated surface to obtain a completely covered, even appearance. Broadcast enough chips to achieve this without using an excessive amount. If a lighter distribution of chips is desired, it must be very carefully done to keep the look even. This takes practice and a keen eye. Focus on a 10-12 sq. ft. area and achieve the desired distribution in that area before moving on to another. Avoid getting a heavy concentration of chips in any one area. Achieve the desired distribution gradually. Be sure not to sprinkle chips on any part of the substrate not yet basecoated. Leave a 1-2 foot space of basecoat unchipped to allow the roller to tie in. Do not use the chips from the last inch of the pail. These chips will be smaller and contain more powder than the rest of the blend. These chips can be blended in with the next full pail used.

## **APPLICATION OF THE FIRST AND SECOND GLAZE COATS**

After the base coat has dried over night, sweep up the chips that have not adhered with a stiff bristled broom. Save these chips for future use. After sweeping, scrape the surface lightly but thoroughly with a drywall scraper. Scrape in both directions, both vertically and horizontally. After scraping, sweep, blow or vacuum the surface clean.

If you find that the chips have not covered the substrate uniformly, rolling the clear material will highlight areas that do not have the desired even distribution. Apply a coat of Cem-Seal clear from a 5 gallon pail using a 1/2 inch nap roller and the dip and roll method. Brush trim the vertical areas and edges.

After wetting the area with clear material, walk onto the wet surface wearing spiked shoes and sprinkle more chips to even out the appearance if necessary. Wet the roller again and backroll over the freshly placed chips. Total usage of the Cem-Seal clear should be 250-300 sq. ft. per gallon. If more film build on top of the chips is desired, apply a second coat of Cem-Seal clear after the first coat has dried (15-45 minutes). Apply the second coat at 275-325 sq. ft. per gallon.

All exterior applications and interior applications that may be subject to wet conditions must incorporate slip-resistant particles. After all trim work is completed, add one full 3 oz. Dixie cup of 30 mesh Res-N-Sand to each gallon of Cem-Seal clear. Mix well and apply the material from a 5 gallon pail using a 1/2" nap roller and the dip and roll method. Coverage should be 300-350 sq. ft. per gallon. Roll the material well to achieve an even particle distribution.

**APPLICATION OF FINISH GLAZE COAT**

After an overnight cure, apply a finish coat of Polyurethane 100, Polyurethane 100 VOC or Polyurethane 501 at the rate of 275-325 sq. ft. per gallon. Allow to cure overnight for foot traffic and 5-7 days for vehicle traffic depending upon temperature.



## EPOXY 300 FLEX

### PRODUCT DESCRIPTION AND USE

Epoxy 300 Flex is a 100% solids, medium viscosity, flexible epoxy system. It has excellent elongation, hardness and impact resistance. The material cures blush-free and forms a tenacious bond to damp concrete and properly prepared metal. It can be purchased in a thickened paste version for easy joint and crack filling. A special hardener is available where cold weather cure down to 40 degrees or accelerated room temperature cure is required.

Epoxy 300 Flex was developed for industrial joint and crack repair. Its combination of resilience and physical strength allows it to absorb the impact of heavy loads and steel wheeled traffic. When used as a coating system, it is especially well suited for applications where surface movement, vibrations or thermal cycling may defeat the protection of a rigid material. Typical applications of this type would include wood decks, suspended concrete slabs, mechanical rooms and exterior aggregate-filled flooring. Epoxy 300 Flex has been used successfully as a coating material for aluminum and on steel ship decks.

### **Chemical Composition**

Internally flexibilized Bisphenol A epoxy resin crosslinked with a cycloaliphatic amine curing agent.

### **Colors**

16 standard colors available, plus clear.

### **Limitations**

- Exterior pigmented applications will show chalking.
- Exterior clear applications are not recommended.

### TECHNICAL DATA

#### **Physical Properties**

Mixing Ratio, by Volume.....2-1

Solids Content, % ..... 100

Viscosity, cps (77 degrees) ..... 1,250

Pot Life, (77 degrees, 1 quart mass) ..... 45 minutes

Pot Life is reduced by increasing mass and/or temperature

Cure Times (77 degrees)

#### Regular Cure

Dry to Touch.....12 hours

Light Traffic.....24 hours

Full Cure.....7 days

#### Fast Cure

Dry to Touch.....6 hours

Light Traffic.....12 hours

Full Cure.....5 days

### WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

### **SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS**

Arizona Polymer Flooring . 7731 N. 68<sup>th</sup> Avenue . Glendale, AZ 85303 . Ph: 623.435.2277 OR 1.800.562.4921 . Fx: 623.435.8585 . www.aptepoxy.com

### Performance Properties

Tensile Strength, psi (ASTM D-638).....	1,100
Ultimate Elongation, % (ASTM D-638).....	60
Hardness, Shore D (ASTM D-2240).....	57
Ultimate Compressive Strength (ASTM D-695) .....	25,000
Bond Strength to Damp Concrete (ACI 503.4-2.3.2.2)concrete fails before loss of bond	
Tensile Shear Strength to Steel (ASTM D-1002) .....	347 psi

### GENERAL INFORMATION

#### Moisture Vapor Emissions/Alkalinity Precautions

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions or alkalinity are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

#### Surface Preparation

Concrete must be cured 30 days and be clean, structurally sound and free of wax, loose paint or curing compounds. Concrete should be sand blasted, shot blasted or acid etched to achieve a minimum 5 mil profile. **If acid etched, machine scrubbing is required. Carefully follow the guidelines listed in the Arizona Polymer Flooring Surface Preparation Manual.** Surface may be damp, but standing water must be removed. Joints and cracks should be thoroughly cleaned by routing and all dust removed. Metal must be clean, dry and profiled by abrasive blasting.

#### Mixing Instructions

Pot life of regular cure material is 45 minutes at 77 degrees. Pot life of fast cure material is 15 minutes. Work times are shortened by higher temperatures. Pouring mixed material on floor immediately after mixing will extend work life. Combining ratio is 2 parts A to 1 part B. If using pigmented material, stir part A well, bringing settled pigments up from bottom of container before adding part B. **Proportion the amounts carefully and mix for 2 full minutes using a low speed drill, scraping the bottom and sides of the mixing vessel. If using the paste material, remember that mixing is more difficult. Incomplete homogenization will result in improper cure.**

#### Application Recommendations

Epoxy 300 Flex can be applied by brush, roller, notched trowel or airless spray. Epoxy 300 Flex Paste is usually applied with a flexible putty knife. For detailed instructions on industrial joint repair, see Arizona Polymer Flooring Application Manual.

#### Handling Precautions

Do not breathe vapors. Use appropriate respirator with green band cartridge to protect against methyl amine vapors. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.

#### Slip and Fall Precautions

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip-resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Arizona Polymer Flooring recommends the use of angular slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Arizona Polymer Flooring or its sales agents will not be responsible for injury incurred in a slip and fall accident.



## EPOXY 550

### PRODUCT DESCRIPTION AND USE

Epoxy 550 is a high solids, low odor material designed as a base coat for color chip flooring. Epoxy 550 is formulated with an unusually high pigment loading for excellent substrate hide in a one coat application. This allows the contractor to omit the normally used primer and saves a trip to the jobsite. Epoxy 550 adheres tenaciously to damp or dry concrete and gives the contractor ample open time for broadcasting the color chips. The material is VOC compliant in California.

### **Chemical Composition**

Modified Bisphenol A epoxy resin crosslinked with aliphatic amines.

### **Colors**

Available in 14 standard colors.

### **Limitations**

- Must be applied at 150-200 sq. ft. per gallon over profiled concrete to obtain adequate substrate hide.

### TECHNICAL DATA

#### **Physical and Performance Properties**

Mixing Ratio, by Volume.....	1-1
Solids Content, by Weight.....	96%
Pot Life, 1 quart mass, 77°F.....	90 minutes
Pot Life is reduced by increasing temperature and/or mass	
VOC.....	50 gms./liter
Adhesion to Damp Concrete (ASTM 451).....	375 psi, concrete fails
Cure Time for recoating (77° F).....	10 hours

### GENERAL INFORMATION

#### **Moisture Vapor Emissions/Alkalinity Precautions**

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

### WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

### **SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS**

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## **GENERAL INFORMATION (Cont'd.)**

### **Surface Preparation**

Surface must be clean, sound, and have a minimum 5 mil profile to closely approximate the texture of 120 grit sandpaper. Surface may be damp but standing water must be removed. Surface must be profiled by diamond grinding or acid etching. **If diamond grinding, remove residual dust by high pressure water or thoroughly vacuuming. If acid etching, a floor machine with a nylogrit brush must be used and the floor neutralized with ammonia or APF Super Base Neutralizer.** Follow the guidelines listed in the surface preparation section of the APF product catalogue.

### **Mixing Instructions**

The mixing ratio is 1 Part A to 1 Part B by volume. Pre-mix Part A before adding Part B. Do not mix more material than can be applied in 90 minutes at 77°F. Higher temperatures reduce work time. **Proportion the two components carefully and mix for 2 minutes using a drill mixer being sure to scrape the bottom and sides of the mixing vessel.**

### **Application Recommendations**

Material should be poured from the mixing pail and spread using a flat trowel or squeegee at the rate of 150-200 sq. ft. depending upon the porosity of the concrete. A mechanic wearing spiked shoes should walk onto the wet material and backroll using a ½ inch roller nap. Brush trim the edges. The goal is to distribute the material evenly to completely hide the substrate. If concrete shadows appear, apply additional product and backroll. Broadcast the color chips into the wet material within 30 minutes of coating application. See complete system application instructions for further details.

### **Handling Precautions**

Do not breathe vapors. Use appropriate respirator with green band cartridge to protect against methyl amine vapors. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.



# POLYURETHANE 100

## PRODUCT DESCRIPTION AND USE

Polyurethane 100 is a two component, high solids aliphatic polyurethane. This product offers a remarkable combination of performance properties not found in other polymer coatings. Polyurethane 100 produces protective films which are hard, flexible and very impact resistant. These coatings feature high abrasion and scratch resistance, exterior durability, easy soil release and excellent resistance to a broad range of chemicals. For exterior applications, a UV stabilizer package is incorporated to insure long term chalk resistance and gloss retention. A special accelerator is available when rapid project turnaround is required.

Polyurethane 100 has been designed as a high performance top coat in various protective coating and seamless flooring applications. It provides maximum cleanability and stain resistance when used as a finish coat in color chip flooring or epoxy-quartz flooring. This coating is ideally suited for clean-room floors, automotive repair facilities, aircraft hangars and other high wear areas requiring resistance to fuels and chemicals. When used as a finish coat in wall coating systems, anti-graffiti properties are greatly enhanced.

### **Chemical Composition**

Saturated polyester crosslinked with aliphatic polyisocyanate.

### **Colors**

16 standard colors available, plus clear.

### **Limitations**

- Do not use on unprimed substrate.
- Use of satin material requires the addition of accelerator during mixing.

## TECHNICAL DATA

### **Physical Properties**

Mixing Ratio, by Volume.....	2-1
Solids Content, by Weight (Pigmented) .....	73.5%
Solids Content, by Volume (Pigmented) .....	62.5%
Solids Content, by Weight (Clear) .....	63.5%
Solids Content, by Volume (Clear) .....	58.5%
VOC, (Pigmented) .....	420 grams/liter
Viscosity, cps (77 degrees) .....	500 average
Pot Life (77 degrees, 1 quart mass) .....	2 hours
Pot Life (95 degrees, 1 quart mass) .....	1 hour

Pot Life is reduced by increasing temperature and/or mass

### WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

### **SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS**

## **TECHNICAL DATA (Cont'd.)**

### **Dry Times (77 degrees)**

Dry to Touch .....	4-6 hours
Recoat .....	10-12 hours
Light Traffic .....	24 hours
Full Cure .....	7 days

Higher temperatures will shorten cure time and lower temperatures will lengthen cure time.

### **Performance Properties**

Gloss (60 degrees) .....	90-95
Gloss (satin material, 60 degrees).....	50-60
Hardness (Sward).....	30
Tabor Abrasion (1000 gm. load 1000 cycles, CS 17 wheel) .....	34 mg. loss
Flexibility (ASTM D-222).....	passes 1/8 inch
Impact Resistance (ASTM D-2794).....	passes 160 inch-pound direct and reverse

### **CHEMICAL AND STAIN RESISTANCE (ASTM D-1308 24 HOUR IMMERSION)**

Urine .....	no effect
Blood.....	no effect
Whiskey .....	no effect
Black Ink .....	no effect
Brake Fluid.....	no effect
Gasoline.....	no effect
Skydrol B-4 .....	no effect
Hydraulic Fluid #83282 .....	no effect
Mineral Spirits .....	no effect
Xylene.....	no effect
MEK .....	film softened
50% Sodium Hydroxide .....	no effect
25% Hydrochloric Acid .....	no effect
25% Sulphuric Acid .....	no effect
25% Acetic Acid.....	no effect
25% Nitric Acid .....	film blistered

### **GENERAL INFORMATION**

#### **Moisture Vapor Emissions/Alkalinity Precautions**

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions or alkalinity are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

#### **Surface Preparation**

Polyurethane 100 is intended to be applied over primed or previously coated surfaces. Do not apply directly to concrete. Surface must be absolutely clean, dry and free from all dirt, wax, oil, chalk, incompatible paint or detergent film. Fully cured, previously coated surfaces must be cleaned and sanded lightly with 80-100 grit sandpaper or otherwise mechanically abraded before recoating. If multiple coats of Polyurethane 100 are applied, apply additional coats as soon as possible. If more than 24 hours has elapsed or the coating cannot be indented with a fingernail, lightly sand surface to insure intercoat adhesion.

### **Mixing Instructions**

Mix only that amount of material that can be used in a 2 hour period at 77°F. Higher temperatures and the addition of accelerator will reduce work time. In hot weather, mix smaller batches. If using the pigmented system, premix part A well before adding part B. Combining ratio is 2 part A to 1 part B. **Proportion the amounts carefully and mix for two full minutes using a slow speed drill, scraping the bottom and sides of the mixing container.** Material is normally applied as received, but may be thinned with up to 15% MEK. Always thin the satin material to achieve a low application viscosity. Avoid contamination with moisture. Reseal partially used containers completely after use.

### **Application Recommendations**

Polyurethane 100 may be applied by brush, roller or airless sprayer. Apply at 275-350 sq. ft. per gallon with 3/8" or 1/2" nap roller as a finish coat over primed concrete. May be applied up to 200 sq. ft. per gallon as a fill coat in aggregate-filled flooring systems using a rubber squeegee and back rolling with a 3/8" nap roller. If using the satin version of this material, it is very important to achieve a uniform application rate of 300-350 sq. ft. per gallon. Heavier films will be glossier, thinner applications will be flatter.

### **Handling Precautions**

Material is combustible. Extinguish all flames, pilot lights and electric motors until all vapors are gone and the coating is hard. The vapor is harmful. Use only with adequate ventilation/or appropriate cartridge-type respirator. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.

### **Slip and Fall Precautions**

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip-resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Arizona Polymer Flooring recommends the use of angular slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Arizona Polymer Flooring or its sales agents will not be responsible for injury incurred in a slip and fall accident.



## POLYURETHANE 100 VOC

### PRODUCT DESCRIPTION AND USE

Polyurethane 100 VOC is a two component, high solids aliphatic polyurethane formulated to comply with California VOC regulations. This product offers a remarkable combination of performance properties not found in other polymer coatings. Polyurethane 100 VOC produces protective films which are hard, flexible and very impact resistant. These coatings feature high abrasion and scratch resistance, exterior durability, easy soil release and excellent resistance to a broad range of chemicals. For exterior applications, a UV stabilizer package is incorporated to ensure long term chalk resistance and gloss retention. A special accelerator is available when rapid project turnaround is required.

Polyurethane 100 VOC has been designed as a high performance top coat in various protective coating and seamless flooring applications. It provides maximum cleanability and stain resistance when used as a finish coat in color chip flooring or epoxy-quartz flooring. This coating is ideally suited for clean-room floors, automotive repair facilities, aircraft hangars and other high wear areas requiring resistance to fuels and chemicals. When used as a finish coat in wall coating systems, anti-graffiti properties are greatly enhanced.

### **Chemical Composition**

Polyester polyol crosslinked with aliphatic polyisocyanate.

### **Colors**

16 standard colors available, plus clear.

### **Limitations**

- Do not use on unprimed substrate.
- Use of satin material requires the addition of accelerator during mixing.

### TECHNICAL DATA

#### **Physical Properties**

Mixing Ratio, by Volume.....	2-1
Solids Content, by Weight (Pigmented) .....	62%
Solids Content, by Volume (Pigmented) .....	59%
Solids Content, by Weight (Clear) .....	60%
Solids Content, by Volume (Clear) .....	54%
V.O.C. ....	100 grams/liter
Viscosity, cps (77 degrees) .....	500 average
Pot Life (77 degrees, 1 quart mass) .....	2 hours
Pot Life (95 degrees, 1 quart mass) .....	1 hour

Pot Life is reduced by increasing temperature and/or mass

### WARRANTY INFORMATION

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

### **SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS**

### Physical Properties (Cont'd)

#### Dry Times (77 degrees)

Dry to Touch .....	4-6 hours
Recoat .....	10-12 hours
Light Traffic .....	24 hours
Full Cure .....	7 days

Higher temperatures will shorten cure time and lower temperatures will lengthen cure time.

### Performance Properties

Gloss (60 degrees) .....	90-95
Gloss (satin material, 60 degrees).....	50-60
Hardness (Konig).....	122
Tabor Abrasion (1000 gm. load 1000 cycles, CS 17 wheel) .....	38 mg. loss
Flexibility (ASTM D-222).....	passes 1/8 inch
Impact Resistance (ASTM D-2794).....	passes 120 inch-pound direct and reverse

### CHEMICAL AND STAIN RESISTANCE (ASTM D-1308 24 HOUR IMMERSION)

Urine .....	no effect
Blood.....	no effect
Whiskey .....	no effect
Black Ink .....	no effect
Brake Fluid.....	no effect *
Gasoline.....	no effect
Skydrol B-4 .....	no effect
Hydraulic Fluid #83282.....	no effect
Mineral Spirits .....	no effect
Xylene.....	no effect
MEK.....	film softened
50% Sodium Hydroxide .....	no effect
25% Hydrochloric Acid .....	no effect
25% Sulphuric Acid .....	no effect
25% Acetic Acid.....	no effect
25% Nitric Acid .....	film blistered

\* Exposures longer than 72 hours will soften the coating film

### GENERAL INFORMATION

#### Moisture Vapor Emissions/Alkalinity Precautions

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions or alkalinity are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

### **Surface Preparation**

Polyurethane 100 VOC is intended to be applied over primed or previously coated surfaces. Do not apply directly to concrete. Surface must be absolutely clean, dry and free from all dirt, wax, oil, chalk, incompatible paint or detergent film. Fully cured, previously coated surfaces must be cleaned and sanded lightly with 80-100 grit sandpaper or otherwise mechanically abraded before recoating. If multiple coats of Polyurethane 100 VOC are applied, apply additional coats as soon as possible. If more than 24 hours has elapsed or the coating cannot be indented with a fingernail, lightly sand surface to ensure intercoat adhesion, or apply a thin coat of Polyurethane 250 as a tie coat.

### **Mixing Instructions**

Mix only that amount of material that can be used in a 2 hour period at 77°F. Higher temperatures and the addition of accelerator will reduce work time. In hot weather, mix smaller batches. If using the pigmented system, premix part A well before adding part B. Combining ratio is 2 parts A to 1 part B. **Proportion the amounts carefully and mix for two full minutes using a slow speed drill, scraping the bottom and sides of the mixing container.** Material is normally applied as received, but may be thinned with up to 15% solvent. Always thin the satin material to achieve a low application viscosity. When thinning in California, the compliant solvents acetone and PCBTF must be used. In hot weather, PCBTF is preferred due to its slower evaporation rate. In non-California use, MEK or Xylene are the preferred solvents. Avoid contamination with moisture. Reseal partially used containers completely after use.

### **Application Recommendations**

Polyurethane 100 VOC may be applied by brush, roller or airless sprayer. Apply at 275-350 sq. ft. per gallon with 3/8" or 1/2" nap roller as a finish coat over primed concrete. May be applied up to 200 sq. ft. per gallon as a fill coat in aggregate-filled flooring systems using a rubber squeegee and back rolling with a 3/8" nap roller. If using the satin version of this material, it is very important to achieve a uniform application rate of 300-350 sq. ft. per gallon. Heavier films will be glossier, thinner applications will be flatter.

### **Handling Precautions**

Material is flammable. Extinguish all flames, pilot lights and electric motors until all vapors are gone and the coating is hard. The vapor is harmful. Use only with adequate ventilation/or appropriate cartridge-type respirator. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.

### **Slip and Fall Precautions**

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip-resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Arizona Polymer Flooring recommends the use of angular slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Arizona Polymer Flooring or its sales agents will not be responsible for injury incurred in a slip and fall accident.



## **POLYURETHANE 501**

### **PRODUCT DESCRIPTION AND USE**

Polyurethane 501 is a high solids, two component, water-based aliphatic polyurethane. This unique material provides performance properties equal to conventional solvent-based catalyzed urethanes without the associated health and environmental problems. Polyurethane 501 meets the 50 grams per liter California VOC limits. It offers substantial performance improvements over first generation catalyzed water-based polyurethanes, including higher film build capabilities, improved chemical resistance and resistance to hot tire staining.

Polyurethane 501 gives hard, durable coatings that feature good gloss, easy cleanability and superior abrasion resistance. Resistance to yellowing from U.V. light is excellent. For exterior desert applications, a special UV absorber package can be incorporated to ensure long-term chalk resistance and gloss retention.

Polyurethane 501 has been developed as a high performance finish coat for various seamless flooring, coating, and architectural concrete applications where odor cannot be tolerated. It is the ideal top coat for areas that require maximum gloss retention, ease of cleaning, and resistance to heavy foot traffic. Typical areas of application would include clean rooms, hospitals, concrete counter tops and high traffic retail areas. Polyurethane 501 is also suitable for aircraft hangars, automotive repair facilities and garage floors. It is available in a satin finish.

### **Chemical Composition**

Hydroxyl functional resin dispersion crosslinked with aliphatic polyisocyanate.

### **Colors**

Clear and 16 standard colors

### **Limitations**

- Material must be mixed mechanically for proper performance.
- Application rate must be kept above 200 sq. ft. per gallon to avoid curing bubbles that occur in thicker applications.
- Applications over textured surfaces such as trowel-knockdown polymer concrete must be done with a 3/4" nap roller and pulled tightly to avoid leaving excessive product in recessed areas.
- Work life is considerably shortened over 90 degrees F.
- Do not apply material if the humidity is over 90% and ventilation is poor. Improper cure will result.

### **WARRANTY INFORMATION**

Arizona Polymer Flooring guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. ARIZONA POLYMER FLOORING MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Arizona Polymer Flooring shall not be liable for damages caused by application of its products over concrete with excessive moisture vapor transmission or alkalinity. Arizona Polymer Flooring shall not be liable for any injury incurred in a slip and fall accident. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product.

### **SPECIALIZED FLOOR COATINGS & DECORATIVE CONCRETE SYSTEMS**

Arizona Polymer Flooring . 7731 N. 68<sup>th</sup> Avenue . Glendale, AZ 85303 . Ph: 623.435.2277 OR 1.800.562.4921 . Fx: 623.435.8585 . [www.apfepoxy.com](http://www.apfepoxy.com)

## **TECHNICAL DATA**

### **Physical Properties**

Mixing Ratio, by Volume .....	2-1
Solids Content, by Weight (Clear) .....	53%
Solids Content, by Weight (Pigmented) .....	66%
VOC, grams/liter .....	50
Pot Life (77 degrees, 1 quart mass) .....	3 hours
Pot Life (95 degrees, 1 quart mass) .....	50 minutes
Pot Life is reduced by increasing temperature and/or mass.	
Dry Times (77 degrees, 30% R.H.)	
Dry to Touch .....	6 hours
Recoat .....	12 hours
Light Traffic .....	18 hours
Full Cure .....	7 days
Higher temperatures and lower humidity will accelerate cure times.	
Lower temperatures and higher humidity will lengthen cure time.	

### **Performance Properties**

Gloss, 60° (clear material) .....	90
Pendulum hardness, sec (ASTM D-4336) .....	175
Tabor Abrasion - 1000 gm. load 1000 cycles, CS 17 wheel .....	39 mg. loss

### **CHEMICAL AND STAIN RESISTANCE (ASTM D-1308 24 HOUR IMMERSION)**

Urine .....	no affect
Blood .....	no affect
Betadine .....	no affect
Whiskey .....	no affect
Black Ink .....	no affect
Brake Fluid .....	no affect
Gasoline .....	no affect
Skydrol .....	no affect
Xylene .....	no affect
MEK .....	no affect
50% Sodium Hydroxide .....	no affect
10% Hydrochloric Acid .....	no affect
10% Sulphuric Acid .....	no affect
10% Acetic Acid .....	no affect

### **GENERAL INFORMATION**

#### **Moisture Vapor Emissions/Alkalinity Precautions**

All interior concrete floors not poured over an effective moisture vapor retarder are subject to possible moisture vapor transmission and related high levels of alkalinity that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions or alkalinity are present before applying any coatings. These test kits are available from APF. Arizona Polymer Flooring and its sales agents will not be responsible for coating failures due to undetected moisture vapor emissions or related high levels of alkalinity.

#### **Surface Preparation**

Surface must be clean, structurally sound and free of chalk, wax, loose paint or curing compounds. Application over concrete requires the use of a primer. Previously coated surfaces must be mechanically cleaned and abraded with 100 grit sandpaper or sanding screen to ensure intercoat adhesion.

### **Mixing Instructions**

Mix only that amount of material that can be used in a 3 hour period at 77°F. Higher temperatures reduce work time. In hot weather, it is advisable to mix smaller batches. Premix Part A before adding part B. Mixing ratio is 2 parts A to 1 part B. **Add part B slowly while mechanically agitating part A with a slow speed drill. Mix for 2 full minutes until completely homogenized. Material cannot be properly mixed by hand. Use a small "squirrel cage" mixer for mixing small amounts.**

### **Thinning**

Material is normally applied as received but may be thinned with water up to 10% during application to keep a low viscosity. **Any reduction water must be added after part A and B have been drill mixed.**

### **Application Recommendations**

Polyurethane 501 should be applied 200-350 sq. ft. per gallon by brush, roller or airless sprayer. Do not allow to puddle or accumulate in joint areas. Applications heavier than 200 sq. ft. per gallon will create bubbles in the cured coating. If multiple coats are required, and the material has cured for more than 24 hours, degloss with a black janitorial pad or fine sanding screen.

### **Handling Precautions**

Use only with adequate ventilation. Appropriate cartridge-type respirator must be used during application in confined areas. Avoid contact with skin; wear protective gloves. Read Material Safety Data Sheet before using.

### **Slip and Fall Precautions**

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip-resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Arizona Polymer Flooring recommends the use of angular slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Arizona Polymer Flooring or its sales agents will not be responsible for injury incurred in a slip and fall accident.