

ADDENDUM NO. 2

PROJECT MANUAL

**MLK ELEMENTARY SCHOOL
TRANSITIONAL KINDERGARTEN
BAKERSFIELD CITY SCHOOL DISTRICT**

**Project No.: 5593
DSA File No. 15-6
DSA App No. 03-123900
December 24, 2024**



This Addendum and Addendum drawings form a part of the Contract Documents. It modifies the original Project Manual and Drawings. Bidders are required to acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to acknowledge receipt of each addendum may subject bidder to disqualification.

Project No. 5593

GENERAL

- 2-01 **NOTICE TO BIDDERS:** The bid date is now changed to Thursday, January 30, 2025. The bid time and location will remain the same.
- 2-02 **INSTRUCTION TO BIDDERS:** Last day to submit pre-bid RFIs is now January 21, 2025.
- 2-03 **BID TIMELINE:** The bid timeline has been changed. See Exhibit 2-03.
- 2-04 **SUBCONTRACTOR'S LIST:** It is acceptable to list different subcontractors for the same trade for the different buildings.

PROJECT MANUAL

- 2-05 **PROJECT MANUAL, SPECIFICATION SECTION 000010 - TABLE OF CONTENTS:** Replace specification section 000010 in its entirety. See exhibit 2-05.
- 2-06 **PROJECT MANUAL, SPECIFICATION SECTION 007213 – GENERAL CONDITIONS:** Remove section in its entirety and replace with section 13. See exhibit 2-06.
- 2-07 **PROJECT MANUAL, SPECIFICATION SECTION 093000 – TILING:** Note the following changes:
1. Section 2.2, A, 10, A: Base cove shall be 4inch by 4inch cove tile.
- 2-08 **PROJECT MANUAL, SPECIFICATION SECTION 096519 – RESILIENT TILE FLOORING:** Add specification section 096519 in its entirety. See exhibit 2-08.

DRAWINGS

ARCHITECTURAL

- 2-09 **DRAWING, SHEET A2.01 – FLOOR PLAN:** Note the following changes:
1. General Notes, Note #7. Add “unless otherwise noted” to the end of the note.
- 2-10 **DRAWING, SHEET A3.01 – EXTERIOR ELEVATIONS:** Note the following changes:
1. Elevation 2. Remove keynote #1 from existing side of building elevation.
 2. Revise keynote #13 to says “3 inch diameter galvanized down spout – paint. Provide 3” diameter to 4” diameter transition pipe to connect underground storm drain system.”

Project No. 5593

2-11 DRAWING, SHEET A6.10 – REFLECTED CEILING PLAN: Note the following changes:

1. Delete keynote 12 on East side, under the covered walkway. Replace note with “cement plaster system. Paint”

FIRE PROTECTION

2-12 DRAWING, SHEET F1.01 – FIRE SPRINKLERS SITE PLAN AND NOTES: The hexagonal Keynotes are Hydraulic node tags used to reference the Hydraulic calculations.

END ADDENDUM NO. 1



MLK ES - Parent Center, Wellness Center, (2) TK Classroom

Activity	Factors	Target Date	Day
<i>Christmas Holiday</i>		12/25/24	Wed
<i>New Years day</i>		01/01/25	Wed
BID AND AWARD PHASE			
Documents and Submit to: Blueprint Services, Planroom, Builder's Exchange	Submit minimum 24 hours before posting	11/19/24	Tue
Legal Ad due to newspaper	2 days prior to print date,by 3:00 pm	11/15/24	Friday
1st Advertisement	Bakersfield California	11/19/24	Tue
Ad to Trade Journals	Email	11/19/24	Tue
Documents Available to Bidders	Blueprint Service Co.	11/19/24	Tue
2nd Advertisement	Bakersfield California	11/26/25	Mon
Job Walk (Non-Mandatory)	1:00pm	12/12/24	Thur
Deadline for Prequalification Apps	min. 10 work days prior to bid	01/16/24	Thur
Deadline for RFI's	by 2:00 p.m.	01/21/24	Tue
Prequalification Determinations Due	Responses back to those that submitted min. of 5 work days prior to bid opening	01/23/25	Thur
Deadline for last Addendum (received by bidders)	72 hours prior to bid	01/27/25	Mon
Bid Opening	2:00 p.m	01/30/25	Thur
Agenda Due		02/12/25	Wed
Board Award February 25, 2025*		02/25/25	Tue
Notice of Intent		02/18/25	Mon
Notice of Award	Submittal Procurement Starts	02/26/25	Wed
Pre-Construction Meeting	Estimated	03/12/25	Wed
Notice to Proceed	Estimated	03/12/25	Wed
Start/Mobilization	Estimated	03/17/25	Mon
Punch Walk / Correction Items	TBD		
Construction Complete	Estimated	April 2026	

*Board Meeting Dates

5593 BAKERSFIELD CITY SCHOOL DISTRICT
MLK ELEMENTARY SCHOOL TRANSITIONAL KINDERGARTEN
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permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be at least as broad as the amounts and include the provisions set forth herein.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be

provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

13.1.1.3 All such policies shall be written on an occurrence form.

13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor's underlying policy limits are less than required, subject to the District's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein..

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Contractor's primary limits to the minimum requirements herein.

13.1.3 Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

13.1.4 Workers' Compensation and Employers' Liability Insurance

13.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain

Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.6.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.6.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.6.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

13.1.6.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.6.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

13.1.6.2.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.6.2.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.6.2.6 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

13.1.6.3 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

13.1.6.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

13.1.6.5 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.6.6 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

13.1.6.7 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

13.1.7 Insurance Policy Limits

13.1.7.1 Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$1,000,000
Workers’ Compensation		Statutory limits pursuant to State law
Builder’s Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

13.1.7.2 If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl composition floor tile.

- B. Section Includes:
 - 1. Vinyl Floor Tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of floor tile indicated.
- C. Samples for Verification: Full-size units of each color and pattern of floor tile required.
- D. Product Schedule: For floor tile Use same designations indicated on Drawings.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F Store floor tiles on flat surfaces.

1.8 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 VINYL COMPOSITION FLOOR TILE VCT:

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Tarket VCT II or comparable product by one of the following:
 - 1. Armstrong World Industries.
 - 2. Forbo Flooring Systems.
 - 3. Mannington Commercial.
 - 4. Roppe Corporation.
- B. Tile Standard: ASTM F 1066, Class 2, through-pattern.
- C. Wearing Surface: Smooth.
- D. Thickness: 0.125 inch.
- E. Size: 12 by 12 inches
- F. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.

- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 10 pH.
 - 4. Moisture Testing: Proceed with installation only after substrates pass testing according to floor tile manufacturer's written recommendations, but not less stringent than the following:
 - a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

- D. Do not install floor tiles until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - 1. Lay tiles square with room axis.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 - 1. Lay tiles with grain direction alternating in adjacent tiles, basket-weave pattern.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

- D. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.
 - 1. Apply two coats.
- E. Cover floor tile until Substantial Completion.

END OF SECTION 096519