

Honorable Mayor and Members  
of the Torrance City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: General Services- Award a contract and appropriate funds to waterproof the Benstead Plunge viewing deck. Expenditure: \$38,325**

**RECOMMENDATION**

Recommendation of the General Services Director that the City Council:

- 1) Award a contract to American Restoration and Coating, Inc. for \$ 36,500 with a 5% contingency of \$ 1,825 for the installation of a waterproof coating system for the viewing deck at the Benstead Plunge.
- 2) Appropriate \$38,325 from the Building Maintenance Capital Project Fund.

**FUNDING** Funding is available in Building Maintenance Capital Project Fund (UNAPPROP-4007).

**BACKGROUND/ANAYLSIS**

The Benstead Plunge was opened to the public in 1956. It is now an Olympic sized 50 x 20 meter outdoor pool. During the school year the bulkhead allows for multiple programs and provides a 25 yard and 25 meter course.

As part of the plunge, the viewing deck allows family and friends to enjoy the classes and events that take place year around. After many years of use and continuous repair, replacement of the deck is necessary due to structural damage. City staff recommends replacement of the deck which will include new flooring and a waterproof coating system. This project will be coordinated and completed during the same period the pool is closed for the expansion joint repairs project.

Staff informally bid the project and received the following bids.

American Restoration & Coatings, Inc.	\$ 36,500
Decking Dynamics, Inc.	\$ 36,800
A-1 Deck and Coating	\$ 37,250

The General Services Director recommends that the City Council award a contract to American Restoration and Coatings, Inc. for \$36,500 with a 5% contingency of \$1,825 for waterproof coating system for the viewing deck at the Benstead Plunge and to appropriate \$38,325 from the Building Maintenance Capital Project Fund (UNAPPROP-4007).

Respectfully submitted,

SHERYL BALLEW  
General Services Director

  
By Diane Megerdichian  
Business Manager

CONCUR:

  
Sheryl Ballew  
General Services Director

  
LeRoy J. Jackson  
City Manager

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of November 18, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and American Restoration and Coatings, Inc., a California corporation ("CONTRACTOR").

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide all labor, materials, equipment, tools, and incidentals to complete the purchase and installation of a waterproof coating system per the City of Torrance Scope of work and the manufacturer's specifications.
- B. CONTRACTOR represents that it is qualified to perform those services.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through January 31, 2009.

#### 3. COMPENSATION

##### A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$36,500 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

**5. FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Rod Steffler is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Doug Lawheed  
Mike Calhoun

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract,

bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
  - b. Primary Property Damage of at least \$250,000 per occurrence; or
  - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR                      American Restoration and  
Coatings, Inc.  
9905 Painter Avenue  
Suite Q  
Whittier, CA 90605  
Fax: 562-946-1257

CITY:                                      City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE  
a Municipal Corporation

American Restoration and Coatings,  
Inc.  
a California Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

ATTEST:

By: \_\_\_\_\_  
Doug Lawheed  
Vice President

\_\_\_\_\_  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Compensation Schedule

Revised:      10/29/2008

**EXHIBIT A**

**SCOPE OF SERVICES**

1. Remove benches.
2. Remove deck (coating, plywood, &shims) to subfloor.
3. Install new plywood (3/4" T & G).
4. Install new sheet metal at perimeters.
5. Caulk and Tape all plywood seams and flashings.
6. Slope new plywood substrate with Elasto-Grade Binder as required in 1/2" lifts and sand to a 1/8" per ft. slope.
7. Install Pacific Polymers' Elasto-Deck 5000 x 2
8. Re-install benches.
9. All work to be performed as per manufacturer's specifications and recommendations (attached- 8 pages).

# Technical DATA SHEET



COATINGS • SEALANTS • MEMBRANES • POLYUREAS • EPOXIES • PRIMERS

## ELASTO-GRADE™ SLOPE

## Elastomeric Sloping Binder Adhesive

### PRODUCT DESCRIPTION:

**ELASTO-GRADE™** is a sloping system using a liquid-applied, single-component, water-cured, elastomeric binder adhesive mixed with aggregate for sloping decks, based on polyurethane elastomers. The ELASTO-GRADE™ System consists of ELASTO-GRADE™ binder adhesive, 50/50 blend of #0 & #1 sand, and a primer where necessary.

### BASIC USES:

ELASTO-GRADE™ is designed for sloping flat decks and ponding areas. Designed for use under the ELASTO-DECK 5000 Deck Coating Systems.

### COLOR:

White.

### SIZES:

Available in 1-gallon cans, 5-gallon pails. Weight: 10.6 lbs. per gallon. Aggregate is sold in 100 lb. bags.

### LIMITATIONS:

Containers that have been opened must be used up within one or two days since this is a moisture reactive material.

### MAINTENANCE:

If ELASTO-GRADE™ is damaged, it can be repaired by cleaning the surface with Acetone and recoating it with ELASTO-GRADE™.

### AVAILABILITY AND COST:

ELASTO-GRADE™ binder adhesive is supplied through building material dealers. Prices vary with quantity and packaging. Quotations are made upon request. These products are designed and manufactured to be installed by professional installers familiar with surface preparation and application procedures. All others should consult a professional installer; those who choose to install these products without professional assistance do so at their own risk.

### INSTALLATION

**SURFACE PREPARATION:** All surfaces that are to receive ELASTO-GRADE™ shall be free of contamination such as water, curing compounds, paints, bond-breakers, hardeners and existing coatings. Except for non-moving shrinkage cracks, all other cracks and joints must be sealed with ELASTO-THANE™ 230, a single-component, moisture-cured sealant manufactured by PACIFIC POLYMERS, INC. All surfaces, where necessary, must be primed with ELASTO-POXY™ PRIMER prior to application of the sloping material at a rate of 300 square feet per gallon, except for plywood in good condition.

### APPLICATION:

Prior to application, ELASTO-GRADE™ binder is mixed with 10% water using a jiffy mixer at low R.P.M.'s and then is mixed with a 50/50 blend of #0 & #1 sand. Blend for 3-5 minutes. The mixing ratio is 1 part ELASTO-GRADE™ binder to 3 parts sand. ELASTO-GRADE™ shall be applied to the primed (if necessary) surface with a 1/4" notch trowel, use downward pressure, distribute material to desired thickness or slope. Use a smooth trowel to finish profile of slope. Generally 24 hours is required to allow material to cure, although cure times will vary depending thickness.

### WARNINGS AND HAZARDS:

Before using the products, always refer to MSDS for important warnings and safety information. Use only in areas with adequate ventilation. Avoid breathing vapors. Keep away from heat and flame. Avoid contact with eyes and skin. In the event of skin contact, remove immediately and wash with warm, soapy water. Wear suitable eye protection. Always wash hands before eating.

### TECHNICAL SERVICES:

All of the latest updates to product data and specifications are available at the company website. Since product data and specifications change, it is the users responsibility to make certain the most current versions of product data and specifications are being used.

Pacific Polymers International, Inc.

an **ITW** company

12271 Monarch St., Garden Grove, CA 92841 USA Phone: 714.898.0025 • Fax: 714.898.5687 • <http://www.pacpoly.com>

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# ELASTO-GRADE™ SLOPE



## PRODUCT WARRANTY:

Satisfactory results depend not only upon quality products but also upon factors beyond our control; methods of application and site conditions are examples of such factors and can affect product performance. This warranty consequently extends only to products installed in strict accordance with the manufacturer's specifications. It is the users responsibility to satisfy himself, by his own information and tests, of the suitability of the product for his own intended use; user assumes all risk and liability resulting from his use of the product. The substrate to which the product is applied must be sound structurally and otherwise. Structural or substrate failures or imperfections

resulting in damage to or failure of the product are not covered by this warranty. Since the use of the product is beyond the control of the manufacturer, the manufacturer assumes no liability for misapplication and misuse of the product. This warranty does not cover consequential damages, nor does it cover the labor attendant to replacing product in the event of a product failure. The warranty only extends to replacement of the product itself. All products proven to be defective in manufacture will be replaced at no charge. Since the use of these products is beyond our control we cannot assume any risk or liability for results obtained, nor can we accept damage in excess of the purchase price of these products.

## PROPERTY

## RESULTS

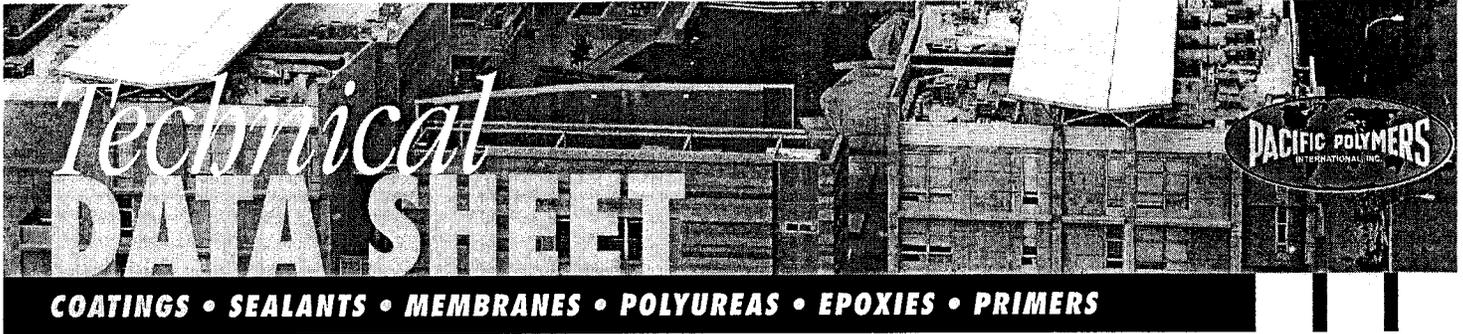
Hardness Shore "A"	ASTM D-2240	65-75
Viscosity @ 77°F	Brookfield	25 ± 5 poise
Weight per Gallon		10.6 ± 0.2 lbs.
Solids Content	ASTM D-2369	68 ± 2% by weight
		78 ± 2% by volume
Temperature Service Range		-50°F to +200°F
Adhesion to Peel	ASTM D-903	150 pli
Pot Life After Mixing with Water		30 minutes
Mixing Ratio: ELASTO-GRADE™ / sand		1 gallon / 3 parts
Ultimate Tensile Strength	ASTM D-412	1500 psi
Ultimate Elongation	ASTM D-412	600%
Tear Strength	ASTM D-624	200 pli
Water Absorption (percent weight change)	ASTM D-570	0.04%
Abrasion Resistance CS17 wheel 1000 grams 100 cycles	ASTM D-460	no change
Shelf Life (when stored indoors in cool and dry location at 77°F (25°C) in unopened containers)		6 months

Pacific Polymers International, Inc.

an **ITW** company

12271 Monarch St., Garden Grove, CA 92841 USA Phone: 714.898.0025 • Fax: 714.898.5687 • <http://www.pacpoly.com>

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# ELASTO-DECK™ 5000X2

## Waterproof Coating for Critical Areas

### PRODUCT DESCRIPTION:

**ELASTO-DECK™ 5000X2** is a liquid-applied, single-component, moisture-cured, polyurethane deck elastomeric deck coating system for walking decks, balconies, patios, roofs, etc., where an absolutely waterproof coating is crucial, such as above living quarters or any other occupied areas. The ELASTO-DECK™ 5000X2 system consists of a ELASTO-DECK™ 5001 base coat, ELASTO-GLAZE™ 6001 AL top coat and a primer where necessary. ELASTO-DECK™ 5000X2 is available in a natural aggregate or a pigmented finish.

### BASIC USES:

For waterproofing patios, sundecks, stairways, balconies, roofs, etc. ELASTO-DECK™ 5000X2 can be used on all decks where a waterproof skid-resistant, long-lasting, wear-resistant surface is required. It may be used on new decks as well as on old concrete decks which are damaged, or cracked. The system is suitable for exterior as well as interior applications in all kinds of climates. The coating retains its elastomeric properties in below freezing weather as well as in very hot climates. The complete system including aggregate is approximately 1/8" thick (3.2 mm).

**COLORS:** Concrete Grey and Tan (base).

The top coat is available in 42 colors.



### SIZES:

Available in 1 gallon cans, 5-gallon pails and 55-gallon drums. Weighs 10 lbs. per gallon (4.5 kg/gallon).

### LIMITATIONS:

All materials shall be delivered to the jobsite in unopened containers clearly marked and labeled. Containers that have been opened must be used up within one or two days since these materials are moisture-reactive. The coating sets up when exposed to air. All surfaces must be completely free of foreign matter and primed where necessary.

### INSTALLATION

**SURFACE PREPARATION:** All surfaces which are to receive ELASTO-DECK™ 5000X2 shall be free of contamination such as water, curing compounds, hardeners, bond-breakers, paint, etc. A light broom-finish is recommended for concrete surfaces. It is desirable to watercure concrete in lieu of curing compounds. Only exterior grade plywood should be used. Contaminants should be removed by sandblasting or acid-etching. If etching is used, properly neutralize the acid and allow adequate time for surface to dry. Except for non-moving shrinkage cracks, all other cracks and joints must be sealed with ELASTO-THANE™ 230, a single-component, moisture-cured polyurethane sealant manufactured by PACIFIC POLYMERS INTERNATIONAL, INC. All surfaces, where necessary, must be primed with DECK-THANE™ PRIMER prior to application of the coating system at a rate of 355 square feet per gallon (8.6 m<sup>2</sup>/liter). All seams between plywood sheets and those between metal flashing and the plywood deck must be reinforced by imbedding a 4-inch (10 cm) wide strip of glass cloth tape in wet ELASTO-DECK™ 5001, which is brushed evenly over the seam in a width of about 5 inches (12.7 cm) and a thickness of about 20 mils wet (.5 mm). The application of ELASTO-DECK™ 5001 can subsequently be made immediately over the entire area, including the taped areas.

**STANDARDS:** City of San Francisco approval No. 07570 PAC. 197. Complies with A.S.T.M. C-957-05.

### MAINTENANCE:

Since, as with all deck coatings, the topcoat is subject to staining by such foreign matter as nitrates, fertilizers, hard water, and other substances, it must be maintained. Please refer to the Maintenance Manual for proper maintenance procedures. The manufacturer is not liable for staining caused by hard water deposits, nitrates, fertilizers and other foreign matter. If ELASTO-DECK™ 5000X2 is damaged, it can be repaired by cleaning the surface with Acetone and recoating it with ELASTO-DECK™ 5000X2 system.

Pacific Polymers International, Inc.

an **ITW** company

12271 Monarch St., Garden Grove, CA 92841 USA Phone: 714.898.0025 • Fax: 714.898.5687 • <http://www.pacpoly.com>

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# ELASTO-DECK™ 5000X2



## APPLICATION:

ELASTO-DECK 5001 shall be applied to the plywood or primed concrete at a rate of 55 square feet per gallon (1.47 m<sup>2</sup>/liter) resulting in a dry film thickness of 25 mils (.6 mm).

After a 24-hour cure, another coat of ELASTO-DECK™ 5001 is applied at the same 25 mil (.6 mm) coverage for a total dry thickness of 50 mils (1.27 mm).

ELASTO-DECK™ 5001 NON-GASSING may be substituted for ELASTO-DECK™ 5001 and applied in one coat at the rate of 28 square feet per gallon (0.74 m<sup>2</sup>/liter). ELASTO-DECK™ 5001 NON-GASSING may be used in a single 50 mil application over sound surfaces without danger of gassing. Application must be made uniformly to avoid thin spots and care must be taken to avoid pinholes and repair them should they occur.

ELASTO-DECK™ 5001 NON-GASSING may be accelerated to cure in just a few hours by adding approximately 1/2 fluid ounce of water per gallon of material.

Following a 24 hour cure, apply ELASTO-GLAZE™ 6001 AL pigmented, at the rate of 120 square feet per gallon (2.8 m<sup>2</sup>/liter). Broadcast the desired aggregate into the wet coating to refusal. After an overnight cure, sweep or blow off all the loose aggregate and apply another coat of ELASTO-GLAZE™ 6001 AL, pigmented or clear at a coverage of 110 square feet per gallon (2.7 m<sup>2</sup>/liter).

Coverage will vary depending on the size of aggregate used. Allow 48 hours cure time before permitting any traffic on the finished system.

## AVAILABILITY AND COST:

ELASTO-DECK™ 5000X2 is supplied through building material dealers. Prices vary with quantity and packaging. Quotations are made on request. These products are designed and manufactured to be installed by professional installers familiar with surface preparation and application procedures. All others should consult a professional installer; those who choose to install these products without professional assistance do so at their own risk.

## WARNINGS AND HAZARDS:

Before using the products, always refer to MSDS for important warnings and safety information. Use only in areas with adequate ventilation. Avoid breathing vapors. Keep away from heat and flame. Avoid contact with eyes and skin. In the event of skin contact, remove immediately and wash with warm, soapy water. Wear suitable eye protection. Always wash hands before eating.

## TECHNICAL SERVICES:

All of the latest updates to product data and specifications are available at the company website. Since product data and specifications change, it is the users responsibility to make certain the most current versions of product data and specifications are being used.

## PRODUCT WARRANTY:

Satisfactory results depend not only upon quality products but also upon factors beyond our control; methods of application and site conditions are examples of such factors and can affect product performance. This warranty consequently extends only to products installed in strict accordance with the manufacturer's specifications. It is the users responsibility to satisfy himself, by his own information and tests, of the suitability of the product for his own intended use; user assumes all risk and liability resulting from his use of the product. The substrate to which the product is applied must be sound structurally and otherwise. Structural or substrate failures or imperfections resulting in damage to or failure of the product are not covered by this warranty. Since the use of the product is beyond the control of the manufacturer, the manufacturer assumes no liability for misapplication and misuse of the product. This warranty does not cover consequential damages, nor does it cover the labor attendant to replacing product in the event of a product failure. The warranty only extends to replacement of the product itself. All products proven to be defective in manufacture will be replaced at no charge. Since the use of these products is beyond our control we cannot assume any risk or liability for results obtained, nor can we accept damage in excess of the purchase price of these products.

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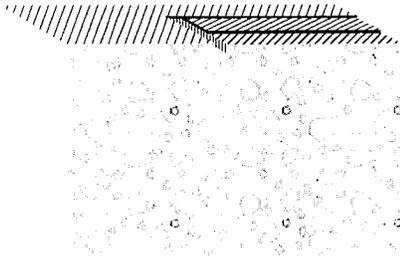
# ELASTO-DECK™ 5000x2



PROPERTY	PROCEDURES	Base Coat	Top Coat	
Hardness Shore "A"	A.S.T.M. D-2240	55	92	
Ultimate Tensile Strength	A.S.T.M. D-412	975 psi	2,600 psi	
Ultimate Elongation	A.S.T.M. D-412	825%	190%	
Adhesive Peel Strength on Primed Concrete	A.S.T.M. D-903	90 P.L.I.	210 P.L.I.	
Peel Strength on Plywood	A.S.T.M. D-903	95 P.L.I. cohesive failure	N/A	
Solids Content	A.S.T.M. D-2369	91 ± 2% by weight	80 ± 2% by weight	
		88 ± 2% by volume	78 ± 2% by volume	
Water Absorption	A.S.T.M. D-471	<1% by weight	0.03% by weight	
Temperature Service Range		-50°F to +200°F	-50°F to +200°F	
		-45°C to +93°C	-45°C to +93°C	
Viscosity at 77°F (25°F)	Brookfield Viscometer	70 ± 10 poises	35 ± 5 poises	
Moisture Vapor Transmission	A.S.T.M. E96-66			
		Procedure (a) 15 mil (0.015") dry film (.38mm)	3.7 perms ± 0.6	0.8 perms
		Procedure (b) 30 mil (0.30") dry film (.76mm)	2.4 perms ± 0.4	
Cured 7 days at 77°F (25°F) 50% RH				
Abrasion Resistance	A.S.T.M. C-501-62T	No change in weight	No change in weight	
		30 mil dry film on 4" x 4" (10cm x 10cm) metal, CS-17 wheel, 1000 rev. with 1000 grams weight		
Tear Resistance (pounds per linear inch)	A.S.T.M. D-1004-66	220	188	
Perpendicular Bond-strength on Plywood		185 psi plywood failure	N/A	
Weight per Gallon		9.7 ± 0.2 lbs	9.9 ± 0.2 lbs	
Shelf Life		6 months	6 months	

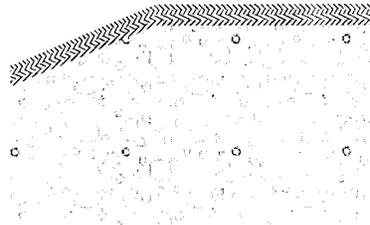
(when stored indoors in cool and dry location at 77°F (25°C) in unopened containers)

# ELASTO-DECK™ 5000X2



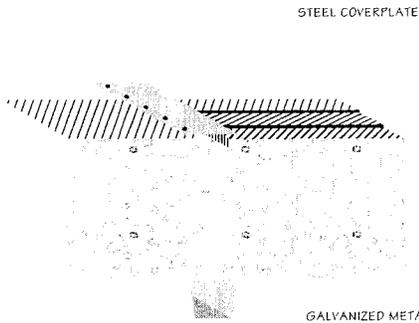
TOP COAT(S)  
INCLUDING  
AGGREGATE  
BASE COAT(S)  
DECK PRIMED WITH  
DECK-THANE™ OR  
ELASTO-POXY™  
PRIMER  
SAWCUT 1/4" X 1/4"  
MINIMUM  
STRUCTURAL SLAB

HIGH TRAFFIC TOPPING TERMINATION



TOP COAT(S)  
INTERMEDIATE COAT  
WITH AGGREGATE  
INTERMEDIATE COAT  
WITH AGGREGATE  
BASE COAT  
STRUCTURAL SLAB  
PRIMED WITH  
DECK-THANE™ OR  
ELASTO-POXY™ PRIMER

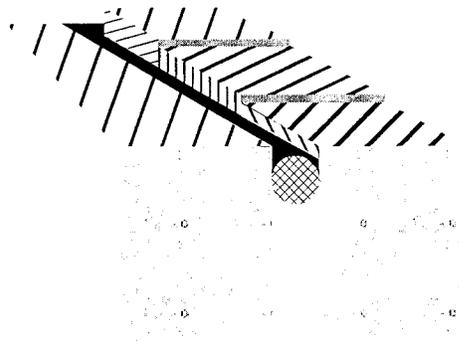
RAMP AND TURN LANES TRAFFIC TOPPING DETAIL



STEEL COVERPLATE  
TOP COAT(S)  
INCLUDING  
AGGREGATE  
(TURN INTO SAWCUT)  
BASE COAT(S)  
(TURN INTO SAWCUT)  
DECK PRIMED WITH  
DECK-THANE™ OR  
ELASTO-POXY™ PRIMER  
SAWCUT  
STRUCTURAL SLAB

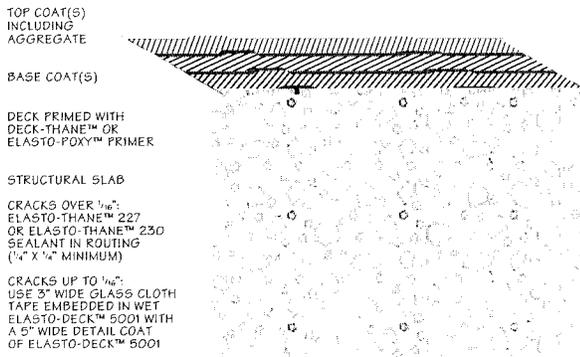
GALVANIZED METAL (OPTIONAL)

PLATED EXPANSION JOINT TERMINATION DETAIL



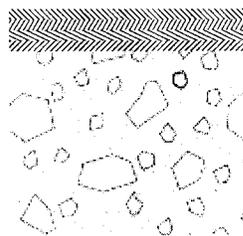
TOP COAT(S)  
INCLUDING  
AGGREGATE  
BASE COAT(S)  
DECK PRIMED WITH  
DECK-THANE™ OR  
ELASTO-POXY™  
PRIMER  
ELASTO-THANE™ 227  
OR 230 SEALANT  
BACKER ROD

EXPANSION JOINTS FLOOR TO FLOOR DETAIL



TOP COAT(S)  
INCLUDING  
AGGREGATE  
BASE COAT(S)  
DECK PRIMED WITH  
DECK-THANE™ OR  
ELASTO-POXY™ PRIMER  
STRUCTURAL SLAB  
CRACKS OVER 1/4"  
ELASTO-THANE™ 227  
OR ELASTO-THANE™ 230  
SEALANT IN ROUTING  
(1/4" X 1/4" MINIMUM)  
CRACKS UP TO 1/4"  
USE 3" WIDE GLASS CLOTH  
TAPE EMBEDDED IN WET  
ELASTO-DECK™ 5001 WITH  
A 5" WIDE DETAIL COAT  
OF ELASTO-DECK™ 5001

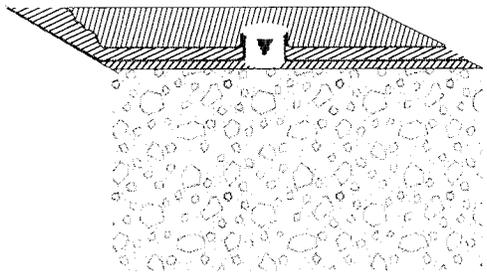
CRACK TREATMENT DETAIL



ELASTO-GLAZE™ 6001AL (10mils)  
ELASTO-GLAZE™ 6001AL  
WITH AGGREGATE  
ELASTO-DECK™ 5001 (25mils)  
ELASTO-DECK™ 5001 (25mils)  
STRUCTURAL SLAB  
PRIMED WITH  
DECK-THANE™ PRIMER  
NOTE:  
No primer needed on  
plywood.

ELASTO-DECK™ 5000X2 SYSTEM (70 DRY MILS)

# ELASTO-DECK™ 5000X2



TOP COAT(S)  
INCLUDING  
AGGREGATE

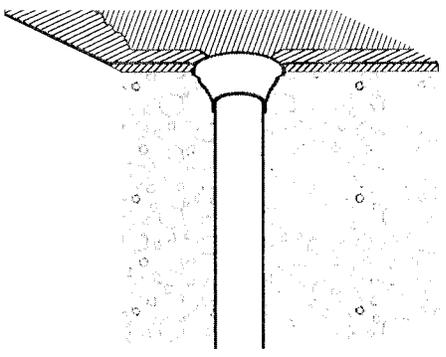
BASE COAT(S)

DECK PRIMED WITH  
MASONRY PRIMER

DETAIL COAT:  
ELASTO-DECK 5001

STRUCTURAL SLAB

PIPE OR RAILPOST PROJECTION DETAIL



TOP COAT(S)  
INCLUDING  
AGGREGATE

BASE COAT(S)

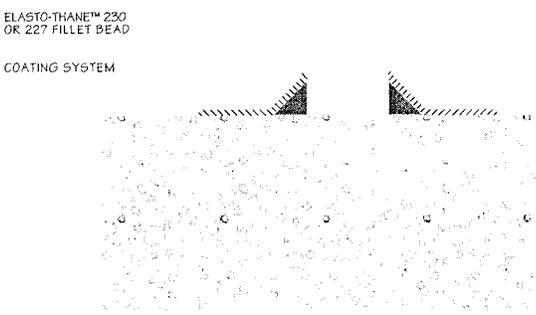
DECK PRIMED WITH  
DECK-THANE™ OR  
ELASTO-POXY™  
PRIMER

BELL HOUSING PRIMED  
WITH METAL PRIMER

DETAIL COAT:  
ELASTO-DECK™ 5001

STRUCTURAL SLAB

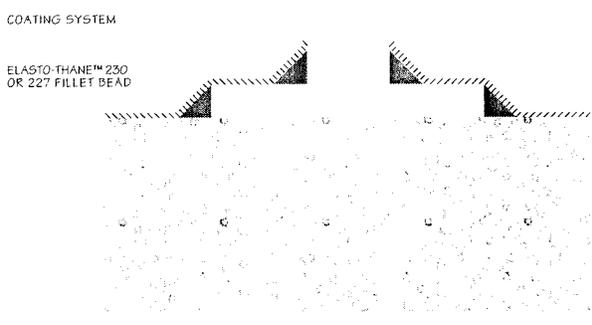
DRAIN DETAIL



ELASTO-THANE™ 230  
OR 227 FILLET BEAD

COATING SYSTEM

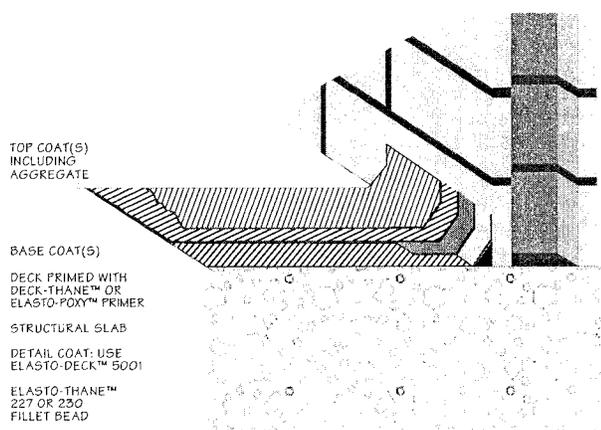
PIPE OR RAILPOST PENETRATION DETAIL



COATING SYSTEM

ELASTO-THANE™ 230  
OR 227 FILLET BEAD

METAL POST PROJECTION DETAIL



TOP COAT(S)  
INCLUDING  
AGGREGATE

BASE COAT(S)

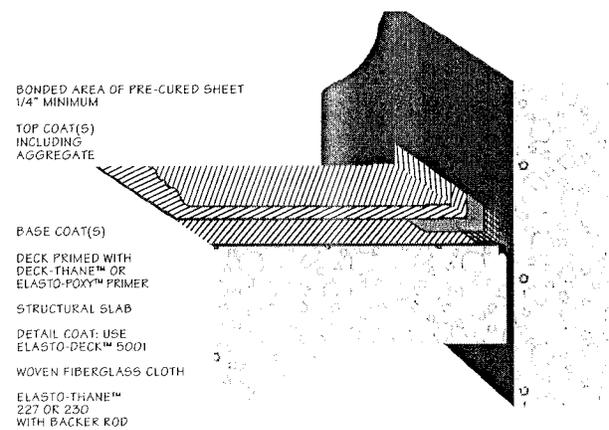
DECK PRIMED WITH  
DECK-THANE™ OR  
ELASTO-POXY™ PRIMER

STRUCTURAL SLAB

DETAIL COAT: USE  
ELASTO-DECK™ 5001

ELASTO-THANE™  
227 OR 230  
FILLET BEAD

WALL BEARING ON DECK SLAB FLASHING DETAIL



BONDED AREA OF PRE-CURED SHEET  
1/4" MINIMUM

TOP COAT(S)  
INCLUDING  
AGGREGATE

BASE COAT(S)

DECK PRIMED WITH  
DECK-THANE™ OR  
ELASTO-POXY™ PRIMER

STRUCTURAL SLAB

DETAIL COAT: USE  
ELASTO-DECK™ 5001

WOVEN FIBERGLASS CLOTH

ELASTO-THANE™  
227 OR 230  
WITH BACKER ROD

JOINT AT WALL SLAB FLASHING DETAIL

# ELASTO-DECK™ 5000x2



TOP COAT(S)  
INCLUDING  
AGGREGATE

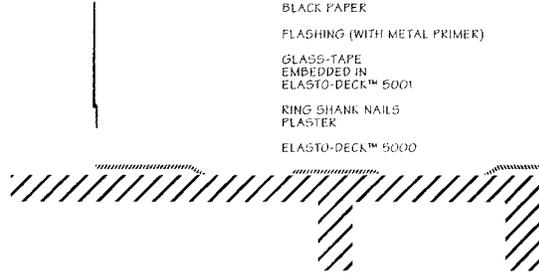
BASE COAT

EXTERIOR GRADE  
PLYWOOD  
(\*A\* SIDE UP)

USE 3" PERMAGLAS  
OR TIE-TEX FABRIC  
EMBEDDED IN WET  
COATING WITH A  
5" DETAIL COAT

JOINTS BUTTED  
TOGETHER

PLYWOOD SEAMS FLOOR TO FLOOR DETAIL



EXTERIOR PLASTER/SIDING

BLACK PAPER

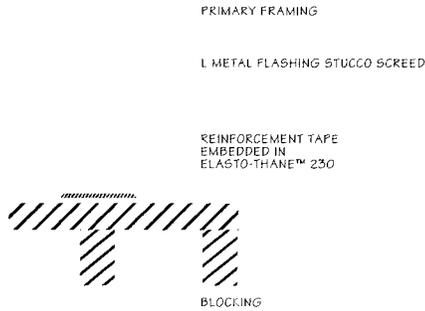
FLASHING (WITH METAL PRIMER)

GLASS-TAPE  
EMBEDDED IN  
ELASTO-DECK™ 5001

RING SHANK NAILS  
PLASTER

ELASTO-DECK™ 5000

PLYWOOD WALL AND EDGE DETAILS



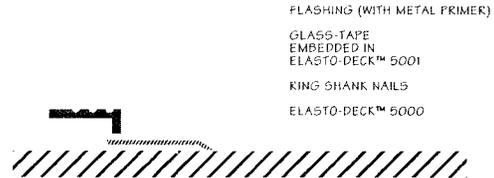
PRIMARY FRAMING

L METAL FLASHING STUCCO SCREED

REINFORCEMENT TAPE  
EMBEDDED IN  
ELASTO-THANE™ 230

BLOCKING

L METAL FLASHING TRANSITION DETAIL



FLASHING (WITH METAL PRIMER)

GLASS-TAPE  
EMBEDDED IN  
ELASTO-DECK™ 5001

RING SHANK NAILS

ELASTO-DECK™ 5000

SLIDING DOOR THRESHOLD

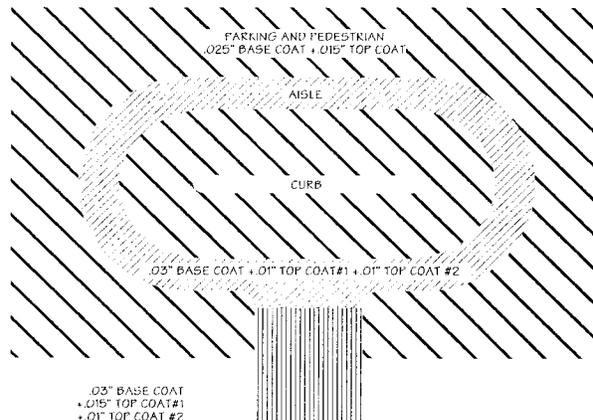


BULLNOSE  
OVER ELASTO-DECK™

FLASHING (WITH  
METAL PRIMER)  
GLASS-TAPE  
EMBEDDED IN  
ELASTO-DECK™ 5001

RING SHANK NAILS  
ELASTO-DECK™ 5000  
ELASTO-THANE™  
SEALANT 227/230

PLYWOOD STAIR NOSE DETAILS



PARKING AND PEDESTRIAN  
.025" BASE COAT + .015" TOP COAT

AISLE

CURB

.03" BASE COAT + .01" TOP COAT #1 + .01" TOP COAT #2

.03" BASE COAT  
+.015" TOP COAT #1  
+.01" TOP COAT #2

TRAFFIC COMPENSATED SERVICE DETAIL

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

Upon completion and acceptance by the City of Torrance, the American Restoration & Coatings will be paid \$36,500.

**Contractor Notes:**

**5 days** advance notice prior to commencing work.

Bonds, Permits, Inspections not included.

Payment is based on Net 30 days or subject to late charge of 1 1/2%

All items not included in scope of work are specifically excluded

Price does not include any R & R at subfloor (if applicable)