

Purchase Order Number 14142

**ADAMS COUNTY
PURCHASE ORDER**

Page 1 of 1
 Order Date: 12/19/16
 Requested Date: 12/19/16
 Cost Center: 1131

This Number Must Appear on all
 Invoices, Packing Lists, and Packages

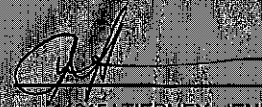
Vendor Address	Vendor and Shipping Information	Ship To Information
COLO CARPET CENTER INC 7081 E 56TH AVE UNIT B COMMERCE CITY CO 80022 VENDOR NUMBER: 63476	Phone: 322-0200 FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY FACILITY OPERATIONS ADMINISTRATION-SUITE C1700 4430 SOUTH ADAMS COUNTY PARKWAY BRIGHTON CO 80601

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req No.
1	1	WSC - Carpet Replacement		EA	0.0000	313,678.57	1131.7845	00009298
2	1	Per all Terms and Conditions in RFP 2016.242 and Amendments Svc Ctr - Carpet Replacement		EA	0.0000	105,858.19	1131.7845	00009298
3	1	SO/COR - Carpet Replacement		EA	0.0000	38,789.93	1131.7845	00009298
4	1	Stras - Carpet Replacement		EA	0.0000	19,508.00	1131.7845	00009298
5	1	Parks - Carpet Replacement		EA	0.0000	68,925.00	1131.7845	00009298

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 546,759.69
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 112154 TIERNEY, JENNIFER D ADAMS COUNTY AUTHORIZED SIGNATURE
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PURCHASE OF PRODUCT AND SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 10 day of December 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Colorado Carpet Center, Inc., located at 7081 E. 56th Avenue, Commerce City, Colorado 80022, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. **SERVICES OF THE CONTRACTOR:**

1.1. All work and products shall be in accordance with the attached RFP 2016.242 and the Contractor's response to the RFP 2016.242 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. **Emergency Services:** In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. **TERM:**

3.1. **Term of Agreement:** Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Three hundred fifty-five thousand eight hundred nineteen dollars and thirty-four cents (\$355,819.34).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The

Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. NONDISCRIMINATION:

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as

applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facility Operations
Contact: Howard Hampton/Mike VanGorder
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 303-227-2385/303-655-3335
E-mail: hhampton@adcogov.org/mvangorder@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Colorado Carpet Center Inc.
Contact: Steven Terry Staab
Address: 7081 E. 56th Avenue
City, State, Zip: Commerce City, Colorado
Phone: 720-322-0200
E-mail: coloradocarpetcenter@msn.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties

hereto.

- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Stewart J. Davis Chair. 12/6/16 Date

Colorado Carpet Center Inc.

Noelle P. Staab Signature 11/1/16 Date

Noelle P. Staab Printed Name Secretary/Treasurer Title

Attest:

Stan Martin, Clerk and Recorder E. Hannah Deputy Clerk

Approved as to Form: D. Coe Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams)

STATE OF Colorado)SS.

Signed and sworn to before me this 1st day of November, 2016,

by Noelle P. Staab,

Lori B. Detwiler
Notary Public

LORI B DETWILER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054038223
MY COMMISSION EXPIRES SEPTEMBER 30, 2017

My commission expires on: 9/30/17

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Colorado Carpet Center, Inc.
Company Name

11/1/16
Date

Noelle P. Staab
Signature

Noelle P. Staab
Name (Print or Type)

Secretary/Treasurer
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Carpet Replacement at Adams County Western Service Center, Coroner's Office and Service Center IFB 2016.242.**
2. **All documents related to this BID will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
 - 2.1. Vendors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through noon on August 18, 2016. All questions are to be sub-mitted to Jennifer Tierney, Contract Administrator, by email at jtierney@adcogov.org. Bethany Bonasera will also be on the project and she can be reached at bbonasera@adcogov.org.
4. An Addendum to answer submitted questions will be issued no later than 4:00 p.m., 2016.
5. There will be a **Mandatory Building Walk-Through** will be held on **Tuesday** August 16, 2016, beginning at 9:00 a.m. at:

Adams County Western Service Center
12200 Pecos Street
Westminster, CO 80234

We will continue to the second location right after the first walk through:

Adams County Service Center
4201 East 72nd Avenue
Commerce City CO, 80022

Location #3

Coroner's Office
330 North 19th Avenue
Brighton, CO 80601

6. Bids
 - 6.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South

Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on August 30, 2016

- 6.2. The bid opening time shall be according to our clock.
 - 6.3. Bids will be publicly opened and read aloud at this time.
 - 6.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number, and Project Title.
 - 6.5. No bids will be accepted after the time and date established above, except by written addenda.
7. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

8. **BID REQUIREMENTS**

- 8.1. Two (2) copies: One (1) paper original and one (1) CD (single PDF only) of the bid are required. If brochures or other supportive documents are requested, then it is required that two (2) sets be submitted with bid.
- 8.2. All bids must be signed.
- 8.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 8.4. Bids may not be withdrawn after date and hour set for closing.
- 8.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 8.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number, and Bid Name, as follows:

**Carpet Replacement
IFB 2016.242**

- 8.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their

bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.

- 8.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 8.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 8.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 8.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 8.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 8.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, E-mail, or facsimile machines are not acceptable.
- 8.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
9. The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule or regulation shall give the County the right to terminate this agreement for cause.
10. Adams County is an equal opportunity employer.
11. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 11.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
 - 11.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 11.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
 - 11.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in U.S.C. § 8-1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 12.3. The Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to

- 11.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 11.1.1. Each Occurrence \$1,000,000
 - 11.1.2. General Aggregate \$2,000,000

- 11.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 11.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 11.2.2. Personal Injury Protection Per Colorado Statutes

- 11.3. Workers' Compensation Insurance: Per Colorado Statutes

- 11.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 11.4.1. Each Occurrence \$1,000,000
 - 11.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 11.5. The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 11.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 11.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 11.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 11.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

- 11.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

- 11.8. The Contractor shall not commence work under this contract until they have submitted to the County, and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a Subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. The Contractor shall comply with any reasonable requests by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If the Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

END OF GENERAL INSTRUCTIONS

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SPECIFICATIONS/SCOPE OF WORK

Adams County Western Service Center-12200 Pecos Street, Westminster, CO 80234,

All attachments that correspond with this location are labeled Exhibit A

13. Material Specifications-

13.1. Carpeting – Mannington modular carpet tile 24"x24" Style: Converse – Color: Aruba (13019)

13.2. Rubber Base – Roppe 4" – 1/8" TPR Rubber color P194 Burnt Umber or equivalent. Any equivalent must be approved by Adams County.

14. A work schedule must be submitted and approved by Adams County Facility Operations within ten (10) days of awarded contract.

15. Workmanship

15.1. Installation for carpeting shall follow all applicable guidelines set forth by the manufacturer, Mannington Commercial, as outlined in the attached document "INSTALLATION PROCEDURES FOR MANNINGTON'S INFINITY AND INFINITY RE MODULAR CARPET TILE"

15.2. The Contractor must move and replace all furniture, including cubicle types, as necessary to properly prepare the floor and install the carpet.

15.3. The County will operate the HVAC systems during installation to insure proper temperatures are maintained as required by the manufacturer.

15.4. Rubber base will be installed per manufacturer's recommendations. The attached document "700 series Wall base Installation" shall be followed if the specified material is used. Otherwise, applicable guidelines will be followed per the respective manufacturer if an equivalent is selected.

15.5. If wall repairs are deemed necessary by the Contractor, the area in question will be reviewed with Adams County Facility Operations. If it is agreed that wall repairs are necessary, Adams County Facility Operations will be responsible for this work. This applies to repairs, not preparation, of the walls for the purpose of proper base installation.

15.6. A waste disposal container will be provided by Adams County at our expense. Transport of waste materials, including old carpet, molding, etc., will be the responsibility of the Contractor. The Contractor will give Adams County a minimum of 24 hours notice of need to have the waste container placed, reset, emptied, or removed.

- 15.7. Areas of the facility, including work areas, elevators, hallways, and locations used for the cleaning and storage of materials and tools shall be protected from damage. Materials used for protection may include, but are not limited to, tarps, plastic sheeting, carpet film, cardboard, or temporary walls. The owner reserves the right to determine the type of protection needed for a specific area.
- 15.8. Remove approximately 32,000 square feet of broadloom carpet and replace with an equivalent amount of modular carpet tile as specified above.
- 15.9. The Contractor must provide a minimum of a one-year materials and labor warranty.
- 15.10. Remove and replace wall base in all areas where carpet is installed.
- 15.11. All proposals will be written as an all-inclusive not to exceed cost for the scope of work based on 32,000 square feet. The final contract will be awarded on a price per square foot amount after final negotiations with the awarded Contractor.
- 15.12. Before final negotiations, it is mandatory that the Awarded Contractor complete a full field accurate measurement of the Adams County Western Service Center for exact and accurate not to exceed pricing.
- 15.13. Work is to be completed outside of the regular facility hours, Monday – Friday 7:00am to 6:00pm. Certain areas may require adjustment of these hours at Adams County’s discretion.
- 15.14. All work must be completed by October 1st 2016.

End of Scope for the Western Service Center

**Material Specifications-Adams County Service Center 4201 East 72nd Avenue
Commerce City Co, 80022**

All attachments that correspond with this location are labeled Exhibit B

- 16. Carpeting – Mannington modular carpet tile 24”x24” Scena 1313 Barbados
 - 16.1. Rubber Base – FLEXCO Wallflowers 4” cove 058 Blue Shadow, in rolls, or equivalent. Any equivalents must be approved by Adams County.
- 17. A work schedule must be submitted and approved by Adams County Facility Operations within ten (10) days of awarded contract.

18. Workmanship

- 18.1. Installation for carpeting shall follow all applicable guidelines set forth by the manufacturer, Mannington Commercial, as outlined in the attached document “

INSTALLATION PROCEDURES FOR MANNINGTON'S INFINITY AND INFINITY RE MODULAR CARPET TILE"

- 18.2. The Contractor must move and replace all furniture, including cubicle types, as necessary to properly prepare the floor and install the carpet.
- 18.3. The County will operate the HVAC systems during installation to insure proper temperatures are maintained as required by the manufacturer.
- 18.4. Rubber base will be installed per manufacturer's recommendations. The attached document "Wallflowers Wall Base Installation" shall be followed if the specified material is used. Otherwise, applicable guidelines will be followed per the respective manufacturer if an equivalent is selected.
- 18.5. If wall repairs are deemed necessary by the Contractor the area in question will be reviewed with Adams County Facility Operations. If it is agreed that wall repairs are necessary, Adams County Facility Operations will be responsible for this work. This applies to repairs, not preparation, of the walls for the purpose of proper base installation.
- 18.6. A waste disposal container will be provided by Adams County at the county's expense. Transport of waste materials, including old carpet, molding, etc. to this container will be the responsibility of the Contractor. The Contractor will give Adams County a minimum of 24 hours' notice of need to have the waste container placed, reset, emptied, or removed.
- 18.7. All areas of the facility, including work areas, elevators, hallways, and locations used for the cleaning and storage of materials and tools will be protected from damage. Materials used for protection may include, but are not limited to, tarps, plastic sheeting, carpet film, cardboard, or temporary walls. The owner reserves the right to determine the type of protection needed for a specific area.
19. Remove approximately 17,000 square feet of broadloom carpet and replace with an equivalent amount of modular carpet tile as specified above. See attached drawings for specific layout.
20. The Contractor must provide a minimum of a one-year materials and labor warranty.
21. Remove and replace wall base in all areas where carpet is installed.
22. All proposals will be written as an all-inclusive not to exceed cost for the scope of work based on 17,000 square feet. The final contract will be awarded on a price per square foot amount after final negotiations with the awarded Contractor.
23. Before final negotiations, it is mandatory that the awarded contractor complete a full field accurate measurement of the Service Center for exact and accurate not to exceed pricing.

24. Work is to be completed outside of the regular facility hours, Monday – Friday 7:00am to 5:00pm. Certain areas may require adjustment of these hours at the Sheriff's Office discretion.

25. All work must be completed by October 31, 2016

End of Scope for the Service Center

26. Material Specifications-Coroner's Office 330 North 19th Avenue

All attachments that correspond with this location are labeled Exhibit C

26.1. Carpeting- Mannington commercial modular carpet squares 24"x 24"

Style: Portella, Color: Aruba (1301).

Style: Khaden, Color: Shigatse (13019).

Style: Tres, Color: Parchment (83218).

Installation of carpet squares shall follow all applicable guidelines set forth by the manufacture. "Mannington commercial", as outlined in the attached document "Installation procedures for Mannington's Commercial modular carpet tile. Unless otherwise specified by facility operations.

26.2. Layout pattern- Carpet tile shall be installed in the Mannington monolithic pattern. No quarter turn installation. Unless otherwise specified by Adams County Facility Operations.

26.3. Rubber cove base- Armstrong 03 Bisque ware. 4" and 6" With toe, in rolls, or equivalent, any equivalent shall be approved by Adams County Facility Operations.

26.4. VCT- Armstrong Imperial Texture Standard Excelon, Field #51811 Antique White, and Accent #1805 Camel Beige.

26.5. VCT tile shall be installed to match existing patterns in storage rooms and corridors.

26.6. Transition strip- Schluter brushed aluminum roll top that will pinch the carpet square in place where the carpet squares meet up to the VCT, Ceramic tile or where applicable.

26.7. Adhesives and Trowels- Carpet square and cove base adhesive shall be one that is recommended in the manufactures guideline, See provided "Mannington Commercial" Infinity Modular / Infinity Modular RE carpet tile installation guidelines".

26.8. Contractor/Installer shall use specified carpet tile, cove base, transition strip. The same dye lot shall be used for all carpet squares and cove base. No alternate or substitutions.

27. Workmanship

- 27.1. Contractor shall field verify all measurements of listed areas for carpet square, cove base and transition strips.
- 27.2. Contractor shall allow Carpet squares to adjust to job site temperatures 48 hours prior to installation.
- 27.3. Contractor shall verify that all doors will swing open and closed properly before and after installation.
- 27.4. Contractor/ Installer shall supply all tools, ladders, and equipment necessary for the completion of the job.
- 27.5. Contractor/Installer will be responsible for removing and replacing all desks, furniture, including cubicle types, File cabinets, book cases. All in floor electrical outlets Cover plates shall be removed and carpet cut to form a good fit around the outlet box but not touching live electrical wires, the outlet cover shall be placed back on the junction box.
- 27.6. Contractor/ Installer shall follow all **manufactures installation instructions and guidelines**. This may require scraping old carpet adhesive or cove base adhesive from the wall or padding from the concrete floor surface. Upon removal of the broadloom carpet if the subfloor is damaged or fractured it will be the responsibility of the Contractor/ Installer to repair, Skim coat all damaged areas and to insure that the product used will adhere properly and not void any manufactures warranties Refer to Mannington's" installation guidelines provided. **Note:** No gypsum patching compounds shall be accepted on the floor surface.
- 27.7. Upon removal of cove base from the wall surface if the wall is damaged from removing the old carpet or cove base it will be the responsibility of the contractor to patch the damaged areas prior to installing new cove base, if the old adhesive can't be removed without damaging the wall then a wider cove base shall be used for the entire project. If wall repairs are deemed necessary by the Contractor/ Installer, the specific area will be reviewed by Adams County facility operations. If it is agreed that wall repairs are necessary, Adams County facility operations will be responsible for this work. This applies to repairs only, not damages incurred from removing existing carpet or cove base.
- 27.8. Remove and replace approximately 5000sf of Bentley Price Street broadloom carpet in the specified areas (see attached drawings). Located at the Adams County Coroner's building located at 330 North 19th Avenue Brighton, CO 80601. Adams County shall reserve the right to adjust the square footage up or down as the Budget permits.
- 27.9. All areas of the facility, including work areas, corridors, and locations that are used for cleaning and storage of materials or tools will be protected from damage. Materials used for protection may include, but are not limited to, tarps, plastic

sheeting, carpet film, cardboard, rosin paper, or temporary walls. Adams County reserves the right to determine the type of protection needed for specific areas.

27.10. A waste dumpster will be provided by Adams County at our expense. The transport of waste materials including, old carpet, cove base, etc. to the dumpster will be the responsibility of the Contractor. During the transport of the waste to the dumpster the route used shall be kept clean at all times. The Contractor will give Adams County a minimum of 24 hours notice to have the dumpster placed, reset, emptied, or removed.

27.11. Contractor/ Installer shall communicate with Adams County facility operations supervisor on what desired areas they can remove existing carpet, cove base in which can be replaced with carpet squares in a single days work. Only remove what can be replaced in a single days work.

27.12. Adams County will operate the HVAC systems during installation to insure proper temperatures are maintained as required by the manufacture.

27.13. The Contractor must provide a minimum of one year materials and labor warranty.

27.14. A work schedule must be submitted and approved by Adams County facility operations within (10) days of being awarded the contract.

27.15. All proposals will be written as an all inclusive not to exceed cost based on 5000sf. The final contract will be awarded on a price per Square foot amount after final negotiations with the Contractor.

27.16. Before Final negotiations, it is mandatory that the awarded Contractor/ Installer complete a full field accurate measurement of the Sheriff's and Coroner's office for exact and accurate not to exceed pricing.

28. Work hours.

28.1. Work is to be completed after regular operating hours Monday – Friday 7am-5pm. Due to the nature of the surrounding environment and to minimize work place interruptions alternate hours may be required. This will be the discretion of Adams County Facility Operations.

28.2. All work must be completed by December 31, 2016

29. Area- Coroner's Building. Mannington Modular carpet, Series: Portella, Color: Aruba (1301).

- 303 Coroner's receptionist work station. 17'-1/2" x 17'-1/4"
- 304 Consultation room. 10'x20'-1/4"
- 307 Storage closet. 2'x7'
- 308 Coroner's office. 15'x15'

- 317 Deputy Coroner's office. 15'x15'
- 318 Medical examiner office. 15'x15'
- 319 Medical examiner office. 15'x15'
- 316 Conference room. 28'-1/2"x16'-1/2"
- 313 Full-time investigators work space. 19'1-1/2"x43'
- Hallway's #301, #313B. 5'x20'
- Alcoves #308, #317, #318, outside consultation room, Administrative assistant leading to hallway #302. (3'x12', 3'x14', 6'x8', 3'x10'-1/2" (x2).
- 302 Locker room hallway. 5'x21'
- 309 Men's and Women's locker room entryway. 4'x26'
- Mannington Modular carpet, Series: Khaden, Color: Shigatse (13019).
- 105 Men's public restroom entryway. 9'x6'
- 104 Women's public restroom entryway. 9'x6'
- 101 Main lobby. 20'x20'

Mannington Modular carpet, Series: Tres, Color: Parchment (83218).

- 107-108 Community Conference room. 13'x26' (x2).

VCT- (Alternate pattern to match existing).

- 323 Secured file room 14' x 14'
- 324 Secured supply and storage room 14'x14'

End of Scope of Work for Coroners Building.

30. Completion and Acceptance For All locations

- 30.1. The initial punch list, if any, shall be prepared prior to substantial completion.
- 30.2. The Contractor shall work diligently to complete the items on the initial punch list within a reasonable amount of time and will, upon request, provide documentation that will support completion of the initial punch list.
- 30.3. At the time of substantial completion, a final punch list shall be prepared by the owner or its designated representative.
- 30.4. The punch list process may be performed for various phases of the project in accordance with the project schedule. The punch list(s) provided shall be unique to that phase.

Email Address	
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30.5. The Contractor/Installer shall verify that all doors will swing open and close properly before and after installation.

30.6. Upon completion the Contractor shall hand all warranties and documents to the Adams County Western Service Center Facility Operations Supervisor.

30.7. All completed work will be inspected by Adams County Facility Operations and any deficiencies shall be corrected within 72 hours of inspection.

Additional Requirements and Submittals

31. A Colorado and National background check will be required for all persons prior to being granted access to County facilities. The cost of the background checks will be the Contractor's responsibility.

32. A minimum of three (3) references must be provided of similar projects. Adams County Facility Operations may visit those references to check quality of work.

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and WINNER123, located at ADDRESS123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for their acts, and the acts of their employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law:

Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to

- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. TERMINATION:

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's

safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

Email:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

Email:

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116
Email:

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
Email:

10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Submittal Checklist Submittal Checklist

- Bid Response
- W-9
- Contractor's Certification of Compliance
- Vendor's Statement
- References



IFB 2016.242 CARPET REPLACEMENT

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

Location	Bid Price
Western Service Center	\$
Service Center	\$
Coroner's Office	\$

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
 If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____

**ADAMS COUNTY FORMAL INVITATION FOR BID
2016.242 ADDENDUM 1**

**Carpet Replacement at the Adams County Western Service Center Coroner's Office and
Service Center**

All documents and Addendum related to this BID
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

BID ISSUANCE

Date: August 8, 2016

A mandatory pre-bid walk-through will be held on
Tuesday, August 16, 2016
Time: 9:00 a.m.

Location: Western Service Center
12200 Pecos Street, Westminster, CO 80234

QUESTIONS

Written questions will be accepted through August 18, 2016
Questions must be submitted by E-mail to jtierney@adcogov.org

An Addendum to answer submitted questions will be issued no later than August 23, 2016

BID OPENING

Date: August 30, 2016

Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
Brighton, Colorado 80601



ADAMS COUNTY
COLORADO

expectation that there will be adhesive in place and that the carpet square is not just dry fitted in place with no adhesive.

- B. If resilient base is not visible behind existing cubicle walls then replacement will not be necessary for this project and cubicles can be lifted. A field walk with Adams County will be performed prior to final negotiation.

6) Per bid documents, the completion date for the Western Service Center is October 1 and the Adams County Service Center is October 31. Given the bid date, the production time of the carpet and the installation time required, we would request a completion date of November 30th instead for both locations.

- A. Adams County will change the completion date to December 1, 2016

7) Please correct the VCT color number for Armstrong Camel Beige to 51805.

- A. This is correct.

8) Please correct Section 27.8 page 12 for the Coroner's Office from Bentley Prince Street carpet to Mannington Commercial to correlate with Exhibit C.

- A. The only area that does not have Bentley price carpet and pad will be the large community conference room and the storage closets where the VCT is to be installed all other areas will have pad.

9) Please confirm metal roll down transitions are required in lieu of resilient transitions- (resilient transitions are typically used in commercial applications)

- A. For the Coroner's office I prefer that the roll down be used to insure that the carpet square is pinched into the transition.

10) The purpose of this Solicitation is to contract for Carpet Removal and Installation services as specified herein from a vendor that will give prompt and efficient service to the County. Although this Solicitation specifies an exact location for the carpet removal and installation services for the County, it is understood and agreed that the County may during the term of the contract, request additional Carpet removal and installation services from the successful Vendor. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor throughout the contract period. No guarantees are made that additional services will be requested.

End of Addendum 1

GENERAL

Infinity® Modular is a vinyl composite backing engineered for performance. Infinity® RE offers similar performance characteristics to those of Infinity® Modular, but Infinity® RE also includes 30-percent recycled content. Both versions of Infinity are available in standard 24x24-inch or, in some specific styles, 18x36-inch carpet tile.

ESSENTIAL FIRST STEPS

Mannington adheres to basics of the Carpet and Rug Institute's (CRI) Installation Standard, which offers general minimum requirements. In addition to the minimums from CRI, this guide provides specific detail required for Mannington products. Infinity® Modular or Infinity® Modular RE requires site and subfloor conditions similar to those for any carpet tile. Site should be fully enclosed with an HVAC system functioning to maintain temperature within a range similar to levels maintained when occupied as explained here. Each of the following steps is essential for a successful installation of Infinity/Infinity RE and is required to maintain full warranty coverage:

- **Check style, color.** Upon receiving carpet tile, installation contractor should visually confirm all styles and colors are correct for the project.
- **Confirm layout.** Each style of Mannington carpet tile will have a recommended layout or method for installation that will be specific to that style. Whether the layout is monolithic, brick, ashlar, or quarter-turn, the recommended layout will be listed on the specification sheet or architect folder. Mannington evaluates each style in a range of layouts to help maximize seam appearance. Customer should evaluate a small mock up of the recommended layout and tile direction prior to proceeding with full installation. Use of any other layout can compromise seam aesthetics. Diagrams are provided on pages 4-5.
- **Site conditions.** Maintain temperature at 60-85 degrees Fahrenheit with ambient humidity between 40-60 percent for 48-72 hours before, during installation and at least 48-72 hours after installation. Maintain temperature between 55-90 degrees Fahrenheit for product life.
- **Subfloor testing.** Concrete subfloors must be tested to determine whether chemical pH and moisture emission levels are suitable. Chemical pH should be between 7-9. Relative Humidity, ASTM-F-2170 (preferred test method) should be 80 percent or less. Calcium Chloride testing, ASTM-F-1869, should be 5 pounds or less.
- **High moisture, pH.** When testing determines concrete subfloor moisture emission is 85-percent RH or less (8 pounds calcium chloride) with pH of 10 or less, use Mannington's M-Guard 718, premium carpet tile adhesive, as detailed later in this guide.

Important note: Mannington adhesives are specifically formulated to be fully compatible with backings chemistry and to maximize the performance of Mannington products. Using substitutes or failing to use Mannington adhesives as recommended can cut short product life, cause installation failure, and/or lead to chemical reaction, such as hydrolysis, which will permanently damage the tile backing and will void all applicable warranty coverage.

- **Conditioning.** Carpet tiles must be allowed to adjust to job-site temperature for a minimum of 48 hours prior to installation.
- **Full spread.** Mannington's Infinity pressure-sensitive adhesive must be applied in a full-spread application using the correctly notched trowel as detailed later in this guide.

CONCRETE

Before proceeding with installation on any concrete subfloor, please make sure:

- **Levelness and finish** meets or exceeds American Concrete Institute standards, ACI 301.
- **Moisture and alkalinity levels** meet requirements as detailed earlier.
- **Curing compounds** are mechanically removed. Many concrete curing agents can prevent adhesives or sealers from forming a proper bond, especially those with silicate compounds.
- **Chemical agents** are avoided for removal of curing compounds or old adhesives.
- **Portland cement-based compounds** are always used and mixed according to manufacturer's instructions when patching cracks, holes and when leveling is required.
- **Gypsum-based patching compounds** are always avoided.

Choices that Work

- Use Mannington's Universal Floor Primer on any subfloor that is porous, gritty, chalky or dusty. Excessively porous subfloors or those with chemical pH above 9 may require a second application. Allow the primer to dry completely prior to second application or before applying adhesive. Primer is dry if there is no transfer when touched.

OTHER SUBFLOOR TYPES

Any subfloor surface must be smooth, level, clean, and secure prior to installing Mannington floor covering products.

- Wood floors. Plywood sheets must be solid and secure. Any existing finish must be clean, free of wax. Plywood seams may need to be sanded smooth. Dust must be thoroughly vacuumed. Fire-retardant plywood is not recommended.
- Plank floors. Plank floors should be covered with plywood as detailed above to provide a stable, flat subfloor suitable for installation of Infinity carpet tile.
- Terrazzo/marble. Level all grout lines. Portland cement-based patching compound as described above. Glossy finishes may need to be sanded to provide a suitable surface.
- Vinyl composition tile. Individual tiles must be solidly bonded to the subfloor or removed. Broken, damaged, or loose tiles must be replaced. Remove any wax.
- Sheet vinyl. Unsuitable for modular installation and should be removed prior to installation.
- Existing carpet. Unsuitable substrate for new installation. Should be removed prior to installation. Any existing adhesives should be addressed as described here.

EXISTING ADHESIVES

As a general rule, for any new installation, existing adhesives from previous installations should always be scraped flat and thoroughly encapsulated with a Latex Portland Based Patch or approved sealer. Otherwise, an adverse reaction could occur, voiding applicable warranty coverage and leading to installation or product failure.

- Multipurpose/pressure sensitive. Use one of the following methods to prevent possible reaction between the existing adhesive and the new installation:
 1. Scrape adhesive flat and encapsulate with TriSeal (800-367-4583) or equal.
 2. Thoroughly remove existing adhesive, sand away remaining residue, and then skim coat with a Portland cement based patching compound.
- Cutback. Wet with a mixture of water and a small amount of liquid soap. Allow to soak for several minutes before scraping away adhesive. Encapsulate any remaining trace of adhesive residue with TriSeal (800-367-4583) or equal. Existing cutback adhesive must be thoroughly removed (Do not use chemical, citrus, or solvent-based removers) and fully encapsulated to prevent possibility of irreversible product damage, installation failure and voiding Mannington's warranty coverage.

INSTALLING INFINITY®/INFINITY® RE

A proper start is essential to keeping a carpet tile installation tight and square throughout the installation. Please pay careful attention to these basics:

- Establish center point. Measure area to receive carpet and determine a center starting position by measuring from dominant walls or similar architectural features.
- Adjust for cuts. Initial placement of the center point may need to shift slightly to make sure perimeter tile cuts are at least half the tile's width (12 inches on a 24-inch tile).
- Set perpendicular lines. Establish two chalk lines that cross at adjusted central point and intersect at right angles. The base line should be the longest measurement in a rectangular area and parallel to a wall or architectural break point. Having four equal quadrants with perpendicular lines at right angles will provide an essential guide to anchor the first tiles, to help keep the installation square, and tile backings tightly together.

Quarter-Turn. Some Mannington carpet styles are available in 18x36-inch rectangular modules. Rectangles also have preferred installation layout to maximize aesthetics of side seams. This diagram illustrates a quarter-turn installation pattern with 18x36-inch carpet tile.



Herringbone. This diagram illustrates 18x36-inch tile installed in a herringbone pattern. Create this pattern, when recommended for specific styles, by interlocking vertical and horizontal tile combinations of two into an L-shape. All arrows on vertical tile should point in the same direction. All arrows on horizontal tile should also point in the same direction.

PROTECT INSTALLATION

Use Masonite or plywood to prevent tile from shifting during furniture move-in. If additional protection is required to prevent damage by other finish trades, use bonded craft paper, which will allow adhesives to cure without risk to the new installation. Avoid using plastic sheeting to protect any installation. Coverings with pre-applied adhesive can leave a sticky residue, cause rapid soiling and should not be used to protect the installation.

AFTER INSTALLATION

As the customer begins to enjoy their new installation of Mannington carpet tile, please also note the following.

- **Chair pads.** Recommended for use under chairs with rolling casters and required for full warranty coverage on Infinity RE. Chair pads can prevent premature wear even when carpet casters are used. Use only carpet-friendly casters a minimum of 5/8-to-1-inch wide.
- **Blossoming.** When loop pile carpet is cut into tile, some loops on tile edges will be cut in half. Vacuuming and routine use will expose those cut yarns that remained compressed and hidden during manufacturing or installation. This blossoming is easily remedied by clipping stray fiber exposed along tile edges.
- To facilitate seam blending it is recommended to tractor seams with a box tractor.

Questions? If there are any questions or doubts about performing a successful installation of Mannington's Infinity Modular or Infinity RE carpet tile with Mannington's adhesives, please stop immediately and call Technical Services at 800-241-2262, Ext. 3.

700 Series Wall Base

ROPPE.

Proven. Flooring. Experiences.

Installation

Read all literature concerning the product description, product limitations, wall surface inspection, adhesive information, adhesive application, product installation procedures and warranty before installation. Deliver all materials to the installation location in its original packaging with labels intact. The installation area, materials and adhesive are to be maintained between 65°F (19°C) and 86°F (30°C) for at least 48 hours before installation, during installation, and thereafter. Proceed with the installation only when the conditions are proper and correct. Inspect all material for proper type and color.

Adhesive for Porous Substrates

Use 1100 Wall Base Adhesive for the installation of 700 Series Wall Base, pre-molded factory corners or inside & outside rubber corner or micro-corner blocks on porous substrates.

Adhesive for Non-Porous Substrates

Use a premium contact adhesive for the application of 700 Series Wall Base, pre-molded factory corners or inside & outside rubber corner or micro-corner blocks on non-porous substrates. This includes any and all vinyl wall coverings, metal, FRP panels, laminates, ceramic tile, marble and/or non-porous paints.

A bond test should be performed at least 72 hours prior to the scheduled installation to ensure the surface is suitable. There should be difficulty in removing the wall base from the surface but not all situations will result in tearing of paper from gypsum wallboard surfaces. If the back of the wall base becomes soiled prior to installation, clean with a soft cloth dampened with a mild soap and water solution, rinse, let dry.

Wall Surface Inspection

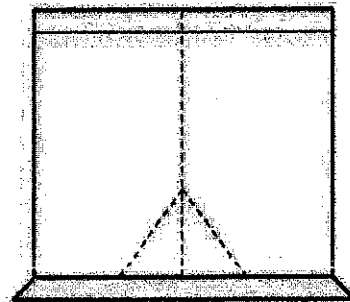
All surfaces should be inspected prior to installation. Use only on structurally sound interior wall surfaces, such as dry plaster, cured drywall, exterior grade plywood (Group 1, CC type), concrete, and masonry that are clean, smooth, dry, and structurally sound. All surfaces must be completely free from moisture, alkali, old adhesive, dust dirt, wax, oil, grease, loose paint, or plaster, non-porous wall coverings or paints, and other extraneous coatings or materials that could prevent a successful bond. Plaster and cement must be thoroughly dry and cured. Any rough or uneven surfaces may telegraph through the wall base. Follow the manufacturer's recommendations for any patching materials. Warning: When removing old wall base or adhesives, unless they can be positively identified not to contain hazardous materials, you must presume the materials may contain hazardous materials. Follow the recommended practices for the proper removal and disposal of the materials.

Installation of Factory Corners

- Apply adhesive to the back of the corner with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" from the top of the corner.
- Place corner appropriately and roll with hand roller or smooth with a soft wet cloth to ensure proper adhesive contact.

Installation of Job-Site Formed Outside Corners

- Position the wall base tight against the wall and mark the length on the back side of the wall base with a pencil utilizing the wall as a guide.
- Position wall base with the back side up on a flat stable surface.
- Utilize a top-set gouge to remove approximately 30% of the wall base's thickness along the pencil line on the side of the line in the direction the wall base will be installed. Remove the excess on each side of the groove just above the toe of the wall base.
- Utilize top-set gouge to make two stress relief gouges above the wall base toe approximately one-inch from the bottom of the Vertical Gouge Line. Stress Relief cuts should be approximately



700 Series Wall Base

ROPPE.

Installation

Proven. Flooring. Experiences.

one-inch long.

- Fold back wall base to pre-form the corner. The toe is to be rolled upwards which will assist in contouring. The top edge of the cove base should fit tight against the wall's surface and the wall base toe should be rounded and sitting flat against the floor.
- Apply adhesive to the back of the corner with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" of the top of the wall base corner.
- Install the wall base corner as you would a factory corner above.

Installation of Job-Site Formed Inside Corners

- Install either piece directly into the corner as normal.
- Position wall base for other side of corner without adhesive on the adjoining wall approximately one-inch from the inside corner.
- Set dividers to corresponding width of gap.
- Slowly move the dividers downward in a straight vertical motion allowing one edge of the dividers to follow the profile of the installed wall base.
- After the profile has been transferred, use a utility knife to cut the pattern on the uninstalled wall base.
- Apply adhesive to the back of the corner with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" of the top of the wall base corner.
- Install the wall base corner as you would a factory corner above.

Installation of Wall Base

- Install corners prior to the installation of the wall base.
- Cut wall base to desired length and fit tightly against corners.
- Apply adhesive to the back of the wall base with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" from the top of the wall base.
- Apply the wall base in a manner that does not stretch the wall base. Stretching can cause the wall base to return to its original length and cause gapping.
- It is important to always roll the wall base in the direction of the last piece installed. This practice will ensure a tight fit at the seams.
- Bond the wall base to the wall within 15 minutes after adhesive application and lightly roll with a hand wall base roller or smooth with a soft wet cloth to ensure proper adhesive contact.
- Periodically check the back of the wall base to make sure good adhesive transfer occurs.
- 700 Series wall base and corners appearance can be enhanced by using Roppe's matching Colored Caulk to fill any voids or imperfections.
- Allow wall base to remain undisturbed for 72 hours after installation to allow the adhesive to properly cure.

Wallflowers Wall Base Installation

Approved Adhesive for Porous Substrates

1100 Wall Base Adhesive

Approved Adhesive for Non-Porous Substrates

Use a premium contact adhesive for the application of Wallflowers Wall Base, pre-molded factory corners or inside & outside rubber corner or micro-corner blocks on non-porous substrates. This includes any and all vinyl wall coverings, metal, FRP panels, laminates, ceramic tile, marble and/or non-porous paints.

A bond test should be performed at least 72 hours prior to the scheduled installation to ensure the surface is suitable. There should be difficulty in removing the wall base from the surface but not all situations will result in tearing of paper from gypsum wallboard surfaces. If the back of the wall base becomes soiled prior to installation, clean with a soft cloth dampened with a mild soap and water solution, rinse, let dry.

General Preparation and Conditioning

Read all literature concerning the product description, product limitations, wall surface inspection, adhesive information, adhesive application and product installation procedures, and warranty before installation. Deliver all materials to the installation location in its original packaging with labels intact. Maintain the installation area, wall base, and adhesive between 65° F and 85° F for at least 48 hours before, during and after the installation. Maintain room temperatures between 55° F and 95° F thereafter. Proceed with the installation only when the conditions are proper and correct. Inspect all material for proper type and color.

Wall Surface Inspection

All surfaces should be inspected prior to installation. Use only on structurally sound interior wall surfaces such as dry plaster, cured drywall, exterior grade plywood (Group I, CC type), concrete, and masonry that are clean, smooth, dry, and structurally sound. All surfaces must be completely free from moisture, alkali, old adhesive, dust dirt, wax, oil, grease, loose paint, or plaster, non-porous wall coverings or paints, and other extraneous coatings or materials that could prevent a successful bond. Plaster and cement must be thoroughly dry and cured. Any rough or uneven surfaces may telegraph through the wall base. Follow the manufacturer's recommendations for any patching materials.

Warning: When removing old wall base or adhesives, unless they can be positively identified not to contain hazardous materials, you must presume the materials may contain hazardous materials. Follow the recommended practices for the proper removal and disposal of the materials.

Installation of Rubber Corner Blocks

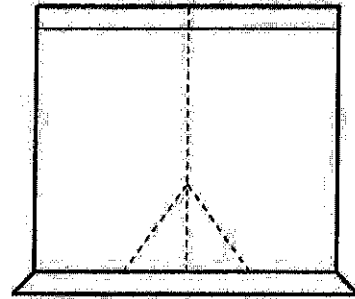
- ~ Apply adhesive to the back of the corner block with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" from the top of the corner block.
- ~ Mechanically fasten the wings of the corner block with staples or brad nails for extra stability. When utilizing mechanical fasteners, always position fasteners in an inconspicuous area and vertically to prevent telegraphing.

Installation of Factory Corners

- ~ Apply adhesive to the back of the corner with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" from the top of the corner.
- ~ Place corner appropriately and roll with hand roller or smooth with a soft wet cloth to ensure proper adhesive contact.

Installation of Job-Site Formed Outside Corners

- ~ Position the wall base tight against the wall and mark the length on the back side of the wall base with a pencil utilizing the wall as a guide.
- ~ Position wall base with the back side up on a flat stable surface.
- ~ Utilize a top-set gouge to remove approximately 30% of the wall base's thickness along the pencil line on the side of the line in the direction the wall base will be installed. Remove the excess on each side of the groove just above the toe of the wall base.
- ~ Utilize top-set gouge to make two stress relief gouges above the wall base toe approximately one-inch from the bottom of the Vertical Gouge Line. Stress Relief cuts should be approximately one-inch long.
- ~ Fold back wall base to pre-form the corner. The toe is to be rolled upwards which will assist in contouring. The top edge of the cove base should fit tight against the wall's surface and the wall base toe should be rounded and sitting flat against the floor.
- ~ Apply adhesive to the back of the corner with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" of the top of the wall base corner.
- ~ Install the wall base corner as you would a factory corner above.



Installation of Job-Site Formed Inside Corners

- ~ Install either piece directly into the corner as normal.
- ~ Position the wall base for other side of corner without adhesive on the adjoining wall approximately one-inch from the inside corner.
- ~ Set dividers to corresponding width of gap.
- ~ Slowly move the dividers downward in a straight vertical motion allowing one edge of the dividers to follow the profile of the installed wall base.
- ~ After the profile has been transferred, use a utility knife to cut the pattern on the uninstalled wall base.
- ~ Apply adhesive to the back of the corner with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" of the top of the wall base corner.
- ~ Install the wall base corner as you would a factory corner above.

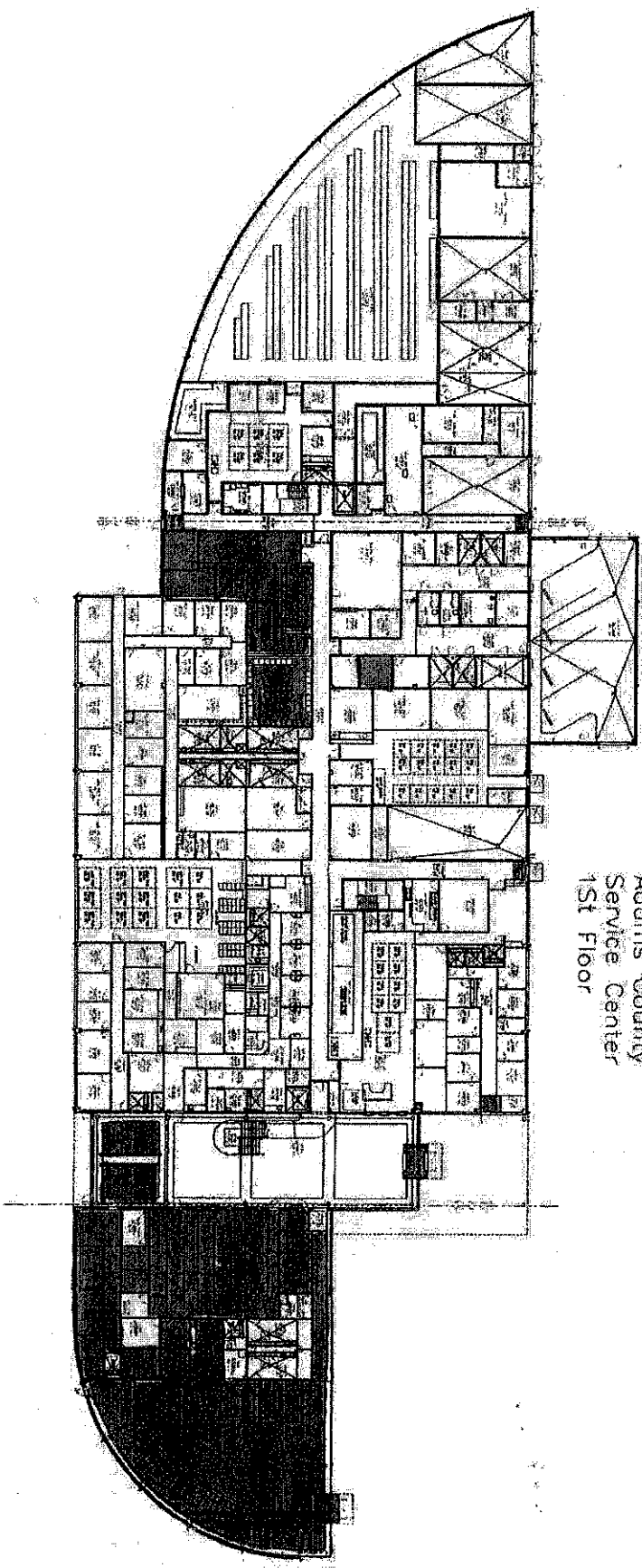
Installation of Wall Base

- ~ Install corners prior to the installation of the wall base.
- ~ Cut wall base to desired length and fit tightly against corners.
- ~ Apply adhesive to the back of the wall base with either a 1/8" saw-tooth trowel or from cartridge nozzle and then spreading with a 1/8" saw-tooth trowel to ensure 90% coverage of adhesive while not spreading within 1/4" from the top of the wall base.
- ~ Apply the wall base in a manner that does not stretch the wall base. Stretching can cause the wall base to return to its original length and cause gapping.
- ~ It is important to always roll the wall base in the direction of the last piece installed. This practice will ensure a tight fit at the seams.
- ~ Bond the wall base to the wall within 15 minutes after adhesive application and lightly roll with a hand wall base roller or smooth with a soft wet cloth to ensure proper adhesive contact.
- ~ Periodically check the back of the wall base to make sure good adhesive transfer occurs.
- ~ Base Sculptures wall base and corners appearance can be enhanced by using Flexco's matching Colored Caulk to fill any voids or imperfections.
- ~ Allow wall base to remain undisturbed for 72 hours after installation to allow the adhesive to properly cure.

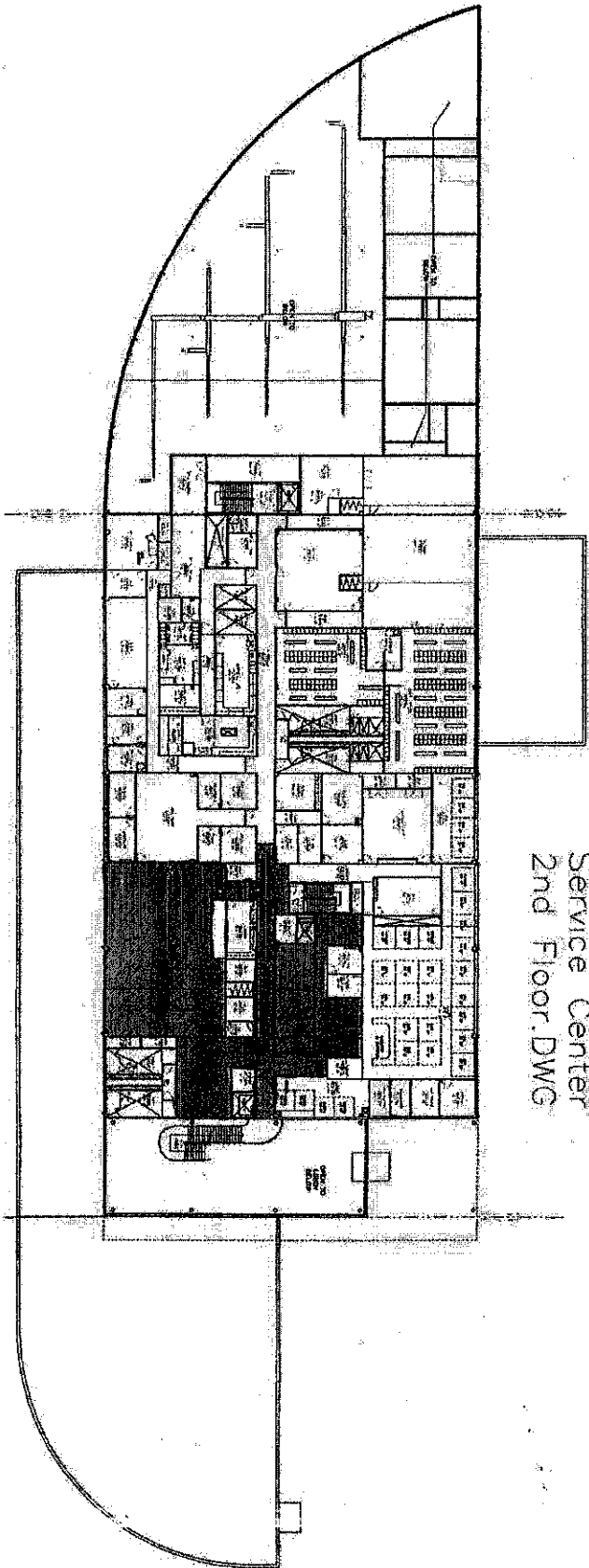
COMPANY INFORMATION

Flexco Corporation
1401 East 6th Street
Tuscumbia, AL, USA 35674
Phone: (256) 383-7474; (800) 633-3151
Email: info@flexcofloors.com,
technical@flexcofloors.com





Adams County
Service Center
1st Floor



Adams County
Service Center
2nd Floor. DWG

GENERAL

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- **High moisture, pH.** When testing determines concrete subfloor moisture emission is 85-percent RH or less (8-pounds calcium chloride) with pH of 10 or less, use Mannington's M-Guard 718, premium carpet tile adhesive, as detailed later in this guide.

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- Vinyl composition tile. Individual tiles must be solidly bonded to the subfloor or removed. Broken, damaged, or loose tiles must be replaced. Remove any wax.
- Sheet vinyl. Unsuitable for modular installation and should be removed prior to installation.
- Existing carpet. Unsuitable substrate for new installation. Should be removed prior to installation. Any existing adhesives should be addressed as described here.

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As a general rule for any new installation, existing adhesives from previous installations should always be scraped flat and thoroughly encapsulated with a Latex Portland Based Patch or approved sealer. Otherwise, an adverse reaction could occur, voiding applicable warranty coverage and leading to installation or product failure.

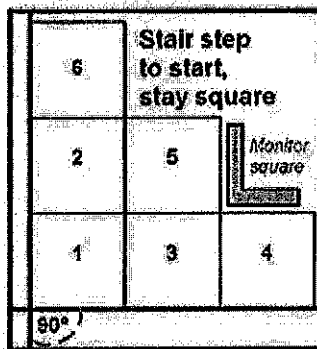
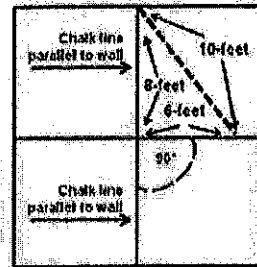
- Multipurpose/pressure sensitive. Use one of the following methods to prevent possible reaction between the existing adhesive and the new installation:
 1. Scrape adhesive flat and encapsulate with TriSeal (800-367-4583) or equal.
 2. Thoroughly remove existing adhesive, sand away remaining residue, and then skim coat with a Portland cement-based patching compound.
- Cutback. Wet with a mixture of water and a small amount of liquid soap. Allow to soak for several minutes before scraping away adhesive. Encapsulate any remaining trace of adhesive residue with TriSeal (800-367-4583) or equal. Existing cutback adhesive must be thoroughly removed (Do not use chemical, citrus, or solvent-based removers.) and fully encapsulated to prevent possibility of irreversible product damage, installation failure and voiding Mannington's warranty coverage.

INSTALLING INFINITY®/INFINITY® RE

A proper start is essential to keeping a carpet tile installation tight and square throughout the installation. Please pay careful attention to these basics:

- Establish center point. Measure area to receive carpet and determine a center starting position by measuring from dominant walls or similar architectural features.
- Adjust for cuts. Initial placement of the center point may need to shift slightly to make sure perimeter tile cuts are at least half the tile's width (12-inches on a 24-inch tile.)
- Set perpendicular lines. Establish two chalk lines that cross at adjusted central point and intersect at right angles. The base line should be the longest measurement in a rectangular area and parallel to a wall or architectural break point. Having four equal quadrants with perpendicular lines at right angles will provide an essential guide to anchor the first tiles, to help keep the installation square, and tile backings tightly together.

Establish a grid. Keeping an installation tight and square requires a creating grid by establishing two perpendicular chalk lines, calculated at right angles on the area's center point and then by anchoring first tiles installed snug against the two chalk lines. The two lines intersect to form a right angle and are 'square' when two points, one at 8-feet vertically and one at 6-feet horizontally from center point are exactly 10-feet apart. Use the 3, 4, and 5-foot formula as described above to set perpendicular chalk lines in smaller areas.



Stair-step tiles within grid. Start by placing first tile backing snug into corner where chalk lines cross. Tile backing should align with chalk lines on two sides. Form steps by sliding each subsequent tile, backing first, into tight alignment with the previous tile. Avoid overly compressing backings or trapping yarn in seams. Second tile goes on top with one side on the vertical chalk line. The third tile goes against the right side of the first tile. Continue in the same manner, etc. Use a carpenter's square to spot check frequently. Please keep in mind that seams on any new carpet tile installation will be more obvious until the yarn has acclimated, relaxed and blossomed with routine traffic and vacuuming. To facilitate seam blending it is recommended to tractor seams with a box tractor. Keep tiles square and tight to avoid gaps.



- **Check tightness.** Tightness or gain should be measured periodically to assure tile backings are snug and the installation is square. Determine the amount of gain or growth in the installation by measuring the total distance between 10-tiles in both directions. Ten 24x24-inch tiles have a net measurement of 240-inches. The seam between each tile will always create some amount of gain or addition space in the installation. Measuring 10 tiles or 11 joints in either direction will provide enough seams to accurately represent the amount of gain. Whether the tile is 24x24 or 18x36, the gain or space between tiles should never be more than 1/8th inch greater than a net measurement of 10 tiles or 11 joints. For instance, 10 tiles at 24-inches each should not exceed 240-inches in either direction. If the net measurement exceeds a gain of one-eighth-inch, the affected area(s) will need to be picked-up and re-installed tighter to stay on grid.

PLAN AHEAD

To help assure a successful project and prevent unexpected surprises, the following are also important steps to consider prior to installing any Infinity/Infinity RE carpet tile:

- **Sequencing.** The most uniform installation will be obtained by planning ahead and sequencing carpet tiles in the order they were manufactured. Sequencing can be easily accomplished. Select pallets by numbers located on each carton of tiles starting with the lowest numbers first and progressing lowest to highest numbers. Each pallet should have tile cartons with a similar range of numbers.
- **Packaging.** Mannington's 24 x 24 Infinity/Infinity RE carpet tiles are packed 14-tiles or 6.22 square yards per container. The 18x36-inch tiles are packed 12 tiles or six yards per unit.
- **Accessibility.** Carpet tile provides easy accessibility the subfloor and flat-wire or cable trenches. Flat-wire should be centered underneath modules.
- **Raised nosing for stairs.** On stairs, always use a raised nosing. Trim tile to fit nosing on both the step and riser.

ADHESIVES

To avoid long-term performance issues and for Mannington warranties to remain in full effect, Infinity Modular/Infinity RE carpet tile must be installed in a full-spread application using adhesive as follows:

Infinity Adhesive: Use only Infinity pressure sensitive adhesive when concrete sub-floor is properly tested to show moisture emission rate and chemical pH are:

- ≤ 80-percent RH
- ≤ 9-pH
- ≤ 5-pounds

Full spread Infinity pressure sensitive adhesive using a 1/16" x 1/32" x 1/32" U-notch trowel. As shown. Notches are 1/16" wide, 1/32" deep, 1/32" apart for a spread rate of 25 yards per gallon



For elevated moisture and pH, Use only Mannington M-Guard 718 adhesive as detailed here when a concrete subfloor is properly tested and found to have the following:

- ≤ 85-percent RH
- ≤ 10-pH
- ≤ 8-pounds

- M-Guard 718, non-porous subfloor: Use a 1/16" x 1/32" x 1/32" U-notch, as shown above, for a spread rate of 25 yards per gallon. M-Guard 718 on a porous subfloor: Use a 1/16" x 1/16" x 1/16" square-notch trowel, as shown here, for a spread rate of 16 yards per gallon.



- Immediately after spreading M-Guard 718 with appropriate trowel, wet a short-nap paint roller with M-Guard 718 to avoid removing any adhesive and roll trowel ridges to force some adhesive into voids left by trowel notches.

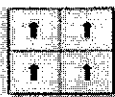
Whether using Infinity or M-Guard 718 pressure sensitive adhesive, allow to fully dry before installing carpet tile.

Note: For Infinity Cushion backed products the Infinity or M-Guard 718 adhesive must be applied full spread using a 1/16" x 1/16" x 1/16" square notch trowel on porous subfloors (16 yards per gallon spread rate) or a 1/16" x 1/16" x 1/16" V-notch trowel on non-porous subfloors (20 yards per gallon spread rate)



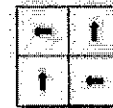
TILE LAYOUT

The following illustrations show how arrow direction on Mannington 24x24-inch carpet tile can be varied during layout of an installation to maximize seam aesthetics. Mannington evaluates each carpet tile style to determine which of layout or layouts will work best for the style's design and color combination. Mannington cannot be responsible for seam aesthetics if the installation deviates from recommended layout for a particular style.



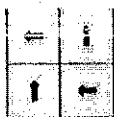
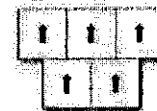
Monolithic. The method of layout illustrated here means that all the arrows imprinted in the carpet tile backing will be pointing in one direction. This also means that the face fiber or pile will sweep in the same direction.

Quarter-turn. This installation layout means arrows on tile backing will be perpendicular to each other or turned 90-degrees on every other tile.



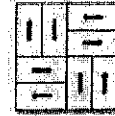
Ashlar. Also called "vertical ashlar," this layout means that all the arrows on the tile backing are pointing in the same direction, but each row of tile is offset or dropped vertically by 12-inches or one-half tile.

Brick. In this installation layout, also known as "horizontal ashlar," all the arrows are installed in the same direction, but horizontal rows are offset by one-half of a tile width.



Random. Some Mannington modular carpet styles are designed to permit a random layout, which allows installation of carpet tile without regard for arrow direction as illustrated here.

Quarter-turn. Some Mannington carpet styles are available in 18x36-inch rectangular modules. Rectangles also have preferred installation layout to maximize aesthetics of side seams. This diagram illustrates a quarter-turn installation pattern with 18x36-inch carpet tile.



Herringbone. This diagram illustrates 18x36-inch tile installed in a herringbone pattern. Create this pattern, when recommended for specific styles, by interlocking vertical and horizontal tile combinations of two into an L-shape. All arrows on vertical tile should point in the same direction. All arrows on horizontal tile should also point in the same direction.

PROTECT INSTALLATION

Use Masonite or plywood to prevent tile from shifting during furniture move-in. If additional protection is required to prevent damage by other finish trades, use bonded craft paper, which will allow adhesives to cure without risk to the new installation. Avoid using plastic sheeting to protect any installation. Coverings with pre-applied adhesive can leave a sticky residue, cause rapid soiling and should not be used to protect the installation.

AFTER INSTALLATION

As the customer begins to enjoy their new installation of Mannington carpet tile, please also note the following:

- **Chair pads.** Recommended for use under chairs with rolling casters and required for full warranty coverage on Infinity RE. Chair pads can prevent premature wear even when carpet casters are used. Use only carpet-friendly casters a minimum of 5/8-to-1-inch wide.
- **Blossoming.** When loop pile carpet is cut into tile, some loops on tile edges will be cut in half. Vacuuming and routine use will expose those cut yarns that remained compressed and hidden during manufacturing or installation. This blossoming is easily remedied by clipping stray fiber exposed along tile edges.
- To facilitate seam blending it is recommended to tractor seams with a box tractor.

Questions? If there are any questions or doubts about performing a successful installation of Mannington's Infinity Modular or Infinity RE carpet tile with Mannington's adhesives, please stop immediately and call Technical Services at 800-241-2262, Ext. 3.

Exhibit C

GENERAL

Infinity® Modular is a vinyl composite backing engineered for performance. Infinity® RE offers similar performance characteristics to those of Infinity® Modular, but Infinity® RE also includes 30-percent recycled content. Both versions of Infinity are available in standard 24x24-inch or, in some specific styles, 18x36-inch carpet tile.

ESSENTIAL FIRST STEPS

Mannington adheres to basics of the Carpet and Rug Institute's (CRI) Installation Standard, which offers general minimum requirements. In addition to the minimums from CRI, this guide provides specific detail required for Mannington products. Infinity® Modular or Infinity® Modular RE requires site and subfloor conditions similar to those for any carpet tile. Site should be fully enclosed with an HVAC system functioning to maintain temperature within a range similar to levels maintained when occupied as explained here. Each of the following steps is essential for a successful installation of Infinity/Infinity RE and is required to maintain full warranty coverage:

- Check style, color. Upon receiving carpet tile, installation contractor should visually confirm all styles and colors are correct for the project.
- Confirm layout. Each style of Mannington carpet tile will have a recommended layout or method for installation that will be specific to that style. Whether the layout is monolithic, brick, ashlar, or quarter-turn, the recommended layout will be listed on the specification sheet or architect folder. Mannington evaluates each style in a range of layouts to help maximize seam appearance. Customer should evaluate a small mock up of the recommended layout and tile direction prior to proceeding with full installation. Use of any other layout can compromise seam aesthetics. Diagrams are provided on pages 5-6.
- Site conditions. Maintain temperature at 60-85 degrees Fahrenheit with ambient humidity between 40-60 percent for 48-72 hours before, during installation and at least 48-72 hours after installation. Maintain temperature between 55-90 degrees Fahrenheit for product life.
- Subfloor testing. Concrete subfloors must be tested to determine whether chemical pH and moisture emission levels are suitable. Chemical pH should be between 7-9*, Relative Humidity, ASTM-F-2170 (preferred test method) should be 75-percent * or less. Calcium Chloride testing, ASTM-F-1869, should be three pounds or less.
- High moisture, pH. When testing determines concrete subfloor moisture emission is 85-percent RH or less (8-pounds calcium chloride) with pH of 10 or less, use Mannington's M-Guard 718, premium carpet tile adhesive, as detailed later in this guide.

Important note: Mannington adhesives are specifically formulated to be fully compatible with backings chemistry and to maximize the performance of Mannington products. Using substitutes or failing to use Mannington adhesives as recommended can cut short product life, cause installation failure, and/or lead to a chemical reaction, such as hydrolysis, which will permanently damage the tile backing and will void all applicable warranty coverage.

- Conditioning. Carpet tiles must be allowed to adjust to job-site temperature for a minimum of 48 hours prior to installation.
- Full spread. Mannington's Infinity pressure-sensitive adhesive must be applied in a full-spread application using the correctly notched trowel as detailed later in this guide.

CONCRETE

Before proceeding with installation on any concrete subfloor, please make sure:

- Levelness and finish meets or exceeds American Concrete Institute standards, ACI 301.
- Moisture and alkalinity levels meet requirements as detailed earlier.
- Curing compounds are mechanically removed. Many concrete curing agents can prevent adhesives or sealers from forming a proper bond, especially those with silicate compounds.
- Chemical agents are avoided for removal of curing compounds or old adhesives.
- Portland cement-based compounds are always used and mixed according to manufacturer's instructions when patching cracks, holes and when leveling is required.
- Gypsum-based patching compounds are always avoided.

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- Use Mannington's Universal Floor Primer on any subfloor that is porous, gritty, chalky or dusty. Excessively porous subfloors or those with chemical pH above 9 may require a second application. Allow the primer to dry completely prior to second application or before applying adhesive. Primer is dry if there is no transfer when touched.

OTHER SUBFLOOR TYPES

Any subfloor surface must be smooth, level, clean, and secure prior to installing Mannington floor covering products.

- **Wood floors.** Plywood sheets must be solid and secure. Any existing finish must be clean, free of wax. Plywood seams may need to be sanded smooth. Dust must be thoroughly vacuumed. Fire-retardant plywood is not recommended.
- **Plank floors.** Plank floors should be covered with plywood as detailed above to provide a stable, flat subfloor suitable for installation of Infinity carpet tile.
- **Terrazzo/marble.** Level all grout lines Portland cement-based patching compound as described above. Glossy finishes may need to be sanded to provide a suitable surface.
- **Vinyl composition tile.** Individual tiles must be solidly bonded to the subfloor or removed. Broken, damaged, or loose tiles must be replaced. Remove any wax.
- **Sheet vinyl.** Unsuitable for modular installation and should be removed prior to installation.
- **Existing carpet.** Unsuitable substrate for new installation. Should be removed prior to installation. Any existing adhesives should be addressed as described here.

EXISTING ADHESIVES

As a general rule for any new installation, existing adhesives from previous installations should always be scraped flat and thoroughly encapsulated with a Latex Portland Based Patch or approved sealer. Otherwise, an adverse reaction could occur, voiding applicable warranty coverage and leading to installation or product failure.

- **Multipurpose/pressure sensitive.** Use one of the following methods to prevent possible reaction between the existing adhesive and the new installation:
 1. Scrape adhesive flat and encapsulate with TriSeal (800-367-4583) or equal.
 2. Thoroughly remove existing adhesive, sand away remaining residue, and then skim coat with a Portland cement-based patching compound.
- **Cutback.** Wet with a mixture of water and a small amount of liquid soap. Allow to soak for several minutes before scraping away adhesive. Encapsulate any remaining trace of adhesive residue with TriSeal (800-367-4583) or equal. Existing cutback adhesive must be thoroughly removed and fully encapsulated to prevent possibility of irreversible product damage, installation failure and voiding Mannington's warranty coverage.

INSTALLING INFINITY®/INFINITY® RE

A proper start is essential to keeping a carpet tile installation tight and square throughout the installation. Please pay careful attention to these basics:

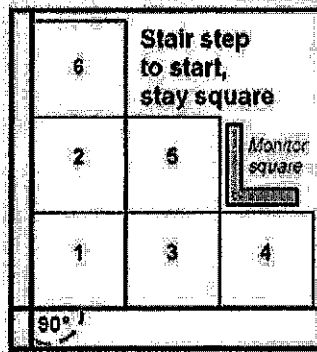
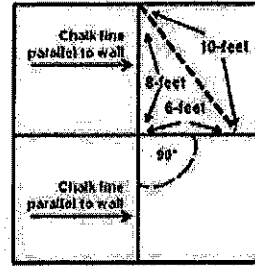
- **Establish center point.** Measure area to receive carpet and determine a center starting position by measuring from dominant walls or similar architectural features.
- **Adjust for cuts.** Initial placement of the center point may need to shift slightly to make sure perimeter tile cuts are at least half the tile's width (12 inches on a 24-inch tile.)
- **Set perpendicular lines.** Establish two chalk lines that cross at adjusted central point and intersect at right angles. The base line should be the longest measurement in a rectangular area and parallel to a wall or architectural break point. Having four equal quadrants with perpendicular lines at right angles will provide an essential guide to anchor the first tiles, to help keep the installation square, and tile backings tightly together.

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Establish a grid. Keeping an installation tight and square requires a creating grid by establishing two perpendicular chalk lines, calculated at right angles on the area's center point and then by anchoring first tiles installed snug against the two chalk lines. The two lines intersect to form a right angle and are 'square' when two points, one at 8-feet vertically and one at 6-feet horizontally from center point are exactly 10-feet apart. Use the 3, 4, and 5-foot formula as described above to set perpendicular chalk lines in smaller areas.



Stair-step tiles within grid. Start by placing first tile backing snug into corner where chalk lines cross. Tile backing should align with chalk lines on two sides. Form steps by sliding each subsequent tile, backing first, into tight alignment with the previous tile. Avoid overly compressing backings or trapping yarn in seams. Second tile goes on top with one side on the vertical chalk line. The third tile goes against the right side of the first tile. Continue in the same manner, etc. Use a carpenter's square to spot check frequently. Please keep in mind that seams on any new carpet tile installation will be more obvious until the yarn has acclimated, relaxed and blossomed with routine traffic and vacuuming. Keep tiles square and tight to avoid gaps.

- Check tightness. Tightness or gain should be measured periodically to assure tile backings are snug and the installation is square. Determine the amount of gain or growth in the installation by measuring the total distance between 10-tiles in both directions. Ten 24x24-inch tiles have a net measurement of 240-inches. The seam between each tile will always create some amount of gain or addition space in the installation. Measuring 10 tiles or 11 joints in either direction will provide enough seams to accurately represent the amount of gain. Whether the tile is 24x24 or 18x36, the gain or space between tiles should never be more than 1/8th inch greater than a net measurement of 10 tiles or 11 joints. For instance, 10 tiles at 24-inches each should not exceed 240-inches in either direction. If the net measurement exceeds a gain of one-eighth-inch, the affected area(s) will need to be picked-up and re-installed tighter to stay on grid.

PLAN AHEAD

To help assure a successful project and prevent unexpected surprises, the following are also important steps to consider prior to installing any Infinity/Infinity RE carpet tile:

- Sequencing. The most uniform installation will be obtained by planning ahead and sequencing carpet tiles in the order they were manufactured. Sequencing can be easily accomplished. Select pallets by numbers located on each carton of tiles starting with the lowest numbers first and progressing lowest to highest numbers. Each pallet should have tile cartons with a similar range of numbers.
- Packaging. Mannington's 24 x 24 Infinity/Infinity RE carpet tiles are packed 14-tiles or 6.22 square yards per container. The 18x36-inch tiles are packed 12 tiles or six yards per unit.
- Accessibility. Carpet tile provides easy accessibility the subfloor and flat-wire or cable trenches. Flat-wire should be centered underneath modules.
- Raised nosing for stairs. On stairs, always use a raised nosing. Trim tile to fit nosing on both the step and riser.

ADHESIVES

To avoid long-term performance issues and for Mannington warranties to remain in full effect, Infinity Modular/Infinity RE carpet tile must be installed in a full-spread application using Mannington Infinity adhesive as follows:

- Acceptable moisture, pH. Use only Infinity pressure sensitive adhesive when concrete sub-floor is properly tested to show moisture emission rate and chemical pH are:

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- ≤ 75-percent RH
- ≤ 9-pH
- ≤ 3-pounds
- Full spread. Spread Infinity pressure sensitive adhesive using a 1/16" x 1/32" x 1/32" U-notch trowel (as shown). Notches are 1/16" wide, 1/32" deep, 1/32" apart for a spread rate of about 200-square-feet for each gallon of adhesive.



- Elevated moisture, pH. Use only Mannington M-Guard 718 adhesive as detailed here when a concrete subfloor is properly tested and found to have the following:
 - ≤ 85-percent RH
 - ≤ 10-pH
 - ≤ 8-pounds

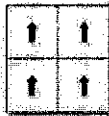
- M-Guard 718, non-porous subfloor: Use a 1/16" x 1/32" x 1/32" U-notch, as shown above, for a spread rate of about 200-square-feet per gallon of adhesive.



- M-Guard 718 on a porous subfloor: Use a 1/16" x 1/16" x 1/16" square-notch trowel, as shown here, for a spread rate of about 150-square-feet for each gallon of adhesive.
- Short-nap roller. Immediately after spreading M-Guard 718 with appropriate trowel, wet a short-nap paint roller with M-Guard 718 to avoid removing any adhesive and roll trowel ridges to force some adhesive into voids left by trowel notches.
- Let dry. Whether using Infinity or M-Guard pressure sensitive adhesive, allow to fully dry before installing carpet tile.

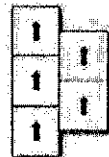
TILE LAYOUT

The following illustrations show how arrow direction on Mannington 24x24-inch carpet tile can be varied during layout of an installation to maximize seam aesthetics. Mannington evaluates each carpet tile style to determine which of layout or layouts will work best for the style's design and color combination. Mannington cannot be responsible for seam aesthetics if the installation deviates from recommended layout for a particular style.



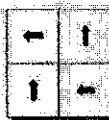
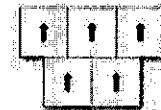
Monolithic. The method of layout illustrated here means that all the arrows imprinted in the carpet tile backing will be pointing in one direction. This also means that the face fiber or pile will sweep in the same direction.

Quarter-turn. This installation layout means arrows on tile backing will be perpendicular to each other or turned 90-degrees on every other tile.



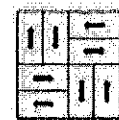
Ashlar. Also called "vertical ashlar," this layout means that all the arrows on the tile backing are pointing in the same direction, but each row of tile is offset or dropped vertically by 12-inches or one-half tile.

Brick. In this installation layout, also known as "horizontal ashlar," all the arrows are installed in the same direction, but horizontal rows are offset by one-half of a tile width.



Random. Some Mannington modular carpet styles are designed to permit a random layout, which allows installation of carpet tile without regard for arrow direction as illustrated here.

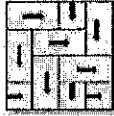
Quarter-turn. Some Mannington carpet styles are available in 18x36-inch rectangular modules. Rectangles also have preferred installation layout to maximize aesthetics of side seams. This diagram illustrates a quarter-turn installation pattern with 18x36-inch carpet tile.



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Herringbone. This diagram illustrates 18x36-inch tile installed in a herringbone pattern. Create this pattern, when recommended for specific styles, by interlocking vertical and horizontal tile combinations of two into an L-shape. All arrows on vertical tile should point in the same direction. All arrows on horizontal tile should also point in the same direction.

PROTECT INSTALLATION

Use Masonite or plywood to prevent tile from shifting during furniture move-in. If additional protection is required to prevent damage by other finish trades, use bonded craft paper, which will allow adhesives to cure without risk to the new installation. Avoid using plastic sheeting to protect any installation. Coverings with pre-applied adhesive can leave a sticky residue, cause rapid soiling and should not be used to protect the installation.

AFTER INSTALLATION

As the customer begins to enjoy their new installation of Mannington carpet tile, please also note the following:

- Chair pads: Recommended for use under chairs with rolling casters and required for full warranty coverage on Infinity RE. Chair pads can prevent premature wear even when carpet casters are used. Use only carpet-friendly casters a minimum of 5/8-to-1-inch wide.
- Blossoming: When loop pile carpet is cut into tile, some loops on tile edges will be cut in half. Vacuuming and routine use will expose those cut yarns that remained compressed and hidden during manufacturing or installation. This blossoming is easily remedied by clipping stray fiber exposed along tile edges.

Questions? If there are any questions or doubts about performing a successful installation of Mannington's Infinity Modular or Infinity RE carpet tile with Mannington's adhesives, please stop immediately and call Technical Services at 800-241-2262, Ext. 3.

Product Specifications
PORTELA -- INFINITY MODULAR

MANNINGTON
COMMERCIAL

PHYSICAL CONSTRUCTION:

CONSTRUCTION:

Patterned Loop
(Non-Phthalate Construction)

FACE FIBER:

Invista Antron Legacy Type 6,6 Four-Hole, Hollow Filament Nylon, with Permanent Stain and Bleach Protection, Static Control, and Duratech Soil Resistant Treatment, and a Fiber Modification Ratio of <1.5

DYE METHOD:

Solution / Yarn

GAUGE:

5/64

STITCHES PER INCH:

10.16

PILE THICKNESS:

.118 inches

TUFTED YARN WEIGHT:

21 Ounces Per Square Yard

DENSITY:

Average Density = 6,406; Weight Density = 134,542

PRIMARY BACKING:

100% Synthetic

SECONDARY BACKING:

Infinity Modular Reinforced Composite Closed Cell Polymer

STANDARD SIZE:

24" X 24" Modular Tiles

INSTALLATION METHOD:

Monolithic, Brick Ashlar, or Quarter-Turn

ENVIRONMENTAL:

RECYCLED CONTENT:

Contains Pre-Consumer Recycled Content*

MANUFACTURE LOCATION:

Calhoun, Georgia 30701 USA

NSF / ANSI-140 CERTIFICATION:

Gold

CRI GREEN LABEL PLUS ID:

GLP7616

WARRANTIES:

WARRANTY:

Lifetime Limited Warranty, Including Face Wear, Moisture Barrier, Delamination, Tuft Bind, Unraveling, and Static Protection

BLEACH RESISTANT WARRANTY:

ColorSafe with 15 Year Limited Warranty Against Color Loss from Bleach Spills

STAIN RESISTANT WARRANTY:

XGUARD with 15 Year Limited Warranty Against Staining

PRODUCT TESTING:

RADIANT PANEL (ASTM E-648):

Class I (Direct Glue)

SMOKE CHAMBER (ASTM E-662):

Less than 450 (Flaming Mode)

METHENAMINE PILL TEST (ASTM D-2859):

Passes

DIMENSIONAL STABILITY AACHEN TEST:

Passes

ELECTROSTATIC PROPENSITY (AATCO 134):

Less than 3.0 KV

RECOMMENDED ADHESIVE:

RELEASEABLE ADHESIVE:

Mannington Infinity Pressure Sensitive Adhesive

CRI GREEN LABEL PLUS ID:

GLP70522

VOC LIMITS:

Meets SCAQMD Rule #1168

BOND WARRANTY:

Lifetime Limited Warranty When Used With Mannington Carpet

Specifications are subject to normal manufacturing variances. Specifications are subject to change without notice when technological advancements provide improved product performance.

* Please contact Mannington Technical Services at 1-800-241-2262 for updated, specific recycled content percentages for each product.

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Product Specifications
KHADEN – INFINITY MODULAR

MANNINGTON
COMMERCIAL

PHYSICAL CONSTRUCTION:

CONSTRUCTION:	Textured Patterned Loop (Non-Phthalate Construction)
FACE FIBER:	Invista Antron Legacy Type 6,6 Four Hole, Hollow Filament Nylon, with Permanent Stain and Bleach Protection, Static Control, and Duratech Soil Resistant Treatment, and a Fiber Modification Ratio of <1.5
DYE METHOD:	Solution / Yarn
GAUGE:	1/12
STITCHES PER INCH:	8:33
PILE THICKNESS:	.120 Inches
TUFTED YARN WEIGHT:	18 Ounces Per Square Yard
DENSITY:	Average Density = 5,400; Weight Density = 97,200
PRIMARY BACKING:	100% Synthetic
SECONDARY BACKING:	Infinity Modular Reinforced Composite Closed Cell Polymer
STANDARD SIZE:	24" X 24" Modular Tiles
INSTALLATION METHOD:	Random

ENVIRONMENTAL:

RECYCLED CONTENT:	Contains Pre-Consumer Recycled Content*
MANUFACTURE LOCATION:	Calhoun, Georgia 30701 USA
NSF / ANSI-140 CERTIFICATION:	Gold
CRI GREEN LABEL PLUS ID:	GLP7616

WARRANTIES:

WARRANTY:	Lifetime Limited Warranty, Including Face Wear, Moisture Barrier, Unraveling, Tuft Bind, and Static Protection
BLEACH RESISTANT WARRANTY:	ColorSafe with 15 Year Limited Warranty Against Color Loss from Bleach Spills
STAIN RESISTANT WARRANTY:	XGUARD with 15 Year Limited Warranty Against Staining

PRODUCT TESTING:

RADIANT PANEL (ASTM E-648):	Class I (Direct Glue)
SMOKE CHAMBER (ASTM E-662):	Less than 450 (Flaming Mode)
METHENAMINE PILL TEST (ASTM D-2859):	Passes
DIMENSIONAL STABILTY AACHEN TEST:	Passes
ELECTROSTATIC PROPENSITY (AATCC 134):	Less than 3.0 KV

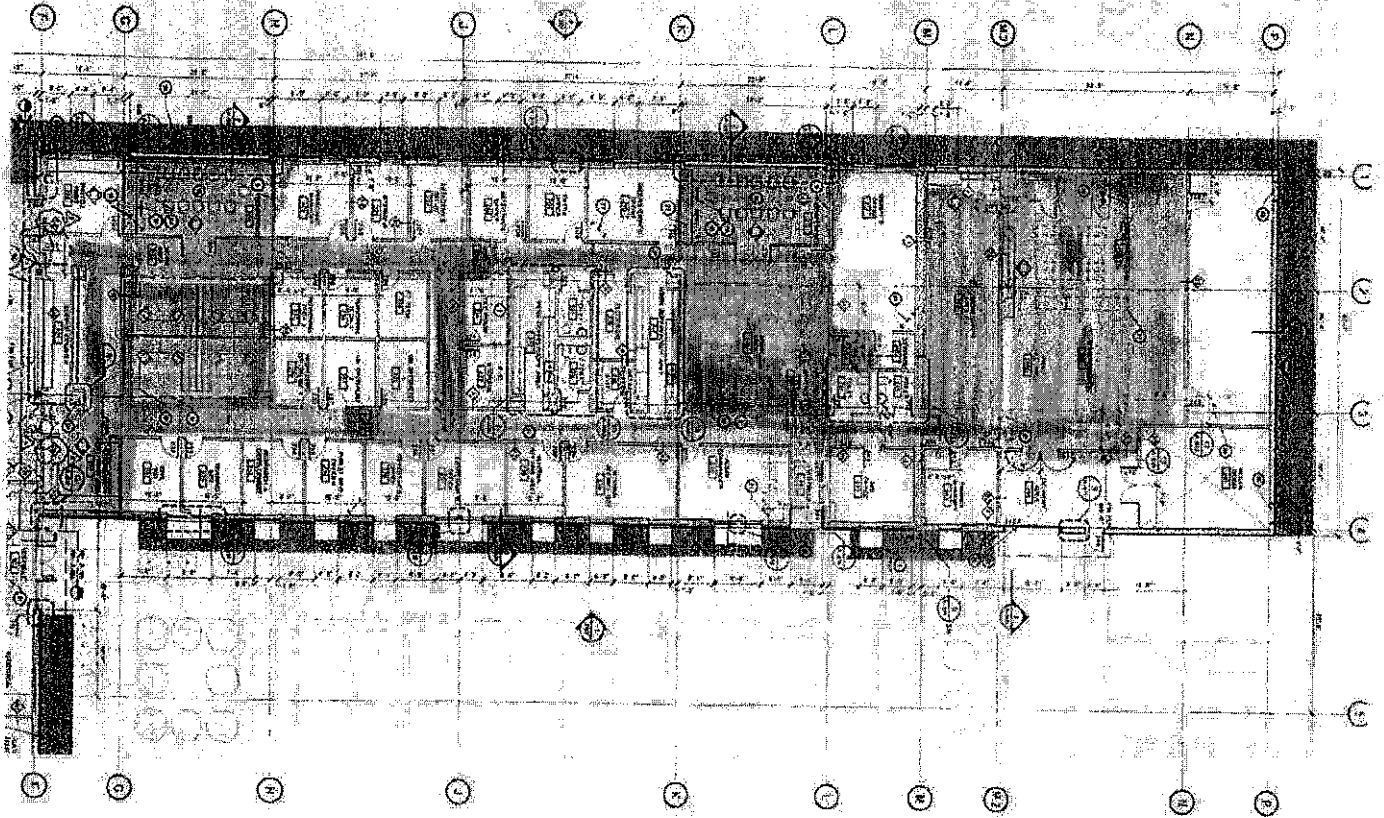
RECOMMENDED ADHESIVE:

RELEASEABLE ADHESIVE:	Mannington Infinity Pressure Sensitive Adhesive
CRI GREEN LABEL PLUS ID:	GLP70522
VOC LIMITS:	Meets SCAQMD Rule #1168
BOND WARRANTY:	Lifetime Limited Warranty When Used With Mannington Carpet

Specifications are subject to normal manufacturing variances. Specifications are subject to change without notice when technological advancements provide improved product performance.

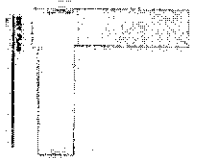
* Please contact Mannington Technical Services at 1-800-241-2262 for updated, specific recycled content percentages for each product.

Choices That Work
800 241 2262 manningtoncommercial.com



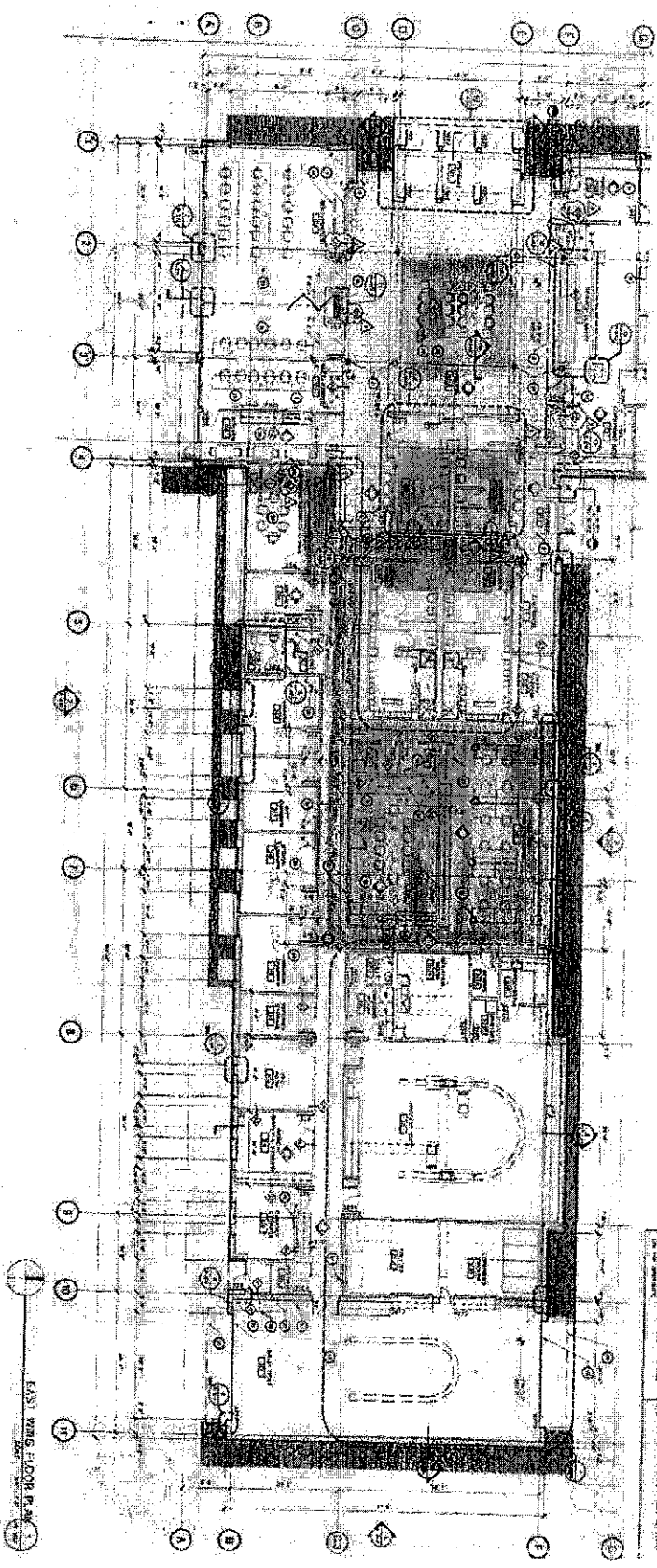
1 NORTH WING FLOOR PLAN

GENERAL NOTES:	OTHER NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.	1. REFER TO ARCHITECTURAL RECORD DRAWINGS FOR GENERAL INFORMATION.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.	2. REFER TO THE MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR DETAILS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.	3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.	4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN CLEAR EGRESS PATHS AT ALL TIMES.	5. REFER TO THE STRUCTURAL DRAWINGS FOR COLUMN AND BEAM DETAILS.
6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.	6. REFER TO THE MECHANICAL DRAWINGS FOR HVAC SYSTEM DETAILS.
7. ALL PLUMBING WORK SHALL BE IN ACCORDANCE WITH THE PLUMBING CODE.	7. REFER TO THE MECHANICAL DRAWINGS FOR SANITARY SYSTEM DETAILS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.	8. REFER TO THE MECHANICAL DRAWINGS FOR GAS PIPING DETAILS.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.	9. REFER TO THE MECHANICAL DRAWINGS FOR CONDENSATE PIPING DETAILS.
10. THE CONTRACTOR SHALL MAINTAIN CLEAR EGRESS PATHS AT ALL TIMES.	10. REFER TO THE MECHANICAL DRAWINGS FOR VENTILATION SYSTEM DETAILS.
11. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.	11. REFER TO THE MECHANICAL DRAWINGS FOR EXHAUST SYSTEM DETAILS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.	12. REFER TO THE MECHANICAL DRAWINGS FOR MAKEUP AIR SYSTEM DETAILS.



SYMBOL	DESCRIPTION
○	Column
□	Beam
▭	Wall
▭	Door
▭	Window
▭	Stair
▭	Elevator
▭	Reception
▭	Office
▭	Conference
▭	Storage
▭	Restroom
▭	Breakroom
▭	Janitor
▭	Mechanical
▭	Electrical
▭	Plumbing
▭	Structural

Architects
 Architects
 Architects
 Architects



SYMBOL	DESCRIPTION
(Symbol)	1. Existing conditions, per drawing, 10/1/71
(Symbol)	2. Proposed new
(Symbol)	3. Proposed new, to be removed
(Symbol)	4. Proposed new, to be removed, after 10/1/71
(Symbol)	5. Proposed new, to be removed, after 10/1/71
(Symbol)	6. Proposed new, to be removed, after 10/1/71
(Symbol)	7. Proposed new, to be removed, after 10/1/71
(Symbol)	8. Proposed new, to be removed, after 10/1/71
(Symbol)	9. Proposed new, to be removed, after 10/1/71
(Symbol)	10. Proposed new, to be removed, after 10/1/71
(Symbol)	11. Proposed new, to be removed, after 10/1/71
(Symbol)	12. Proposed new, to be removed, after 10/1/71
(Symbol)	13. Proposed new, to be removed, after 10/1/71
(Symbol)	14. Proposed new, to be removed, after 10/1/71
(Symbol)	15. Proposed new, to be removed, after 10/1/71
(Symbol)	16. Proposed new, to be removed, after 10/1/71
(Symbol)	17. Proposed new, to be removed, after 10/1/71
(Symbol)	18. Proposed new, to be removed, after 10/1/71
(Symbol)	19. Proposed new, to be removed, after 10/1/71
(Symbol)	20. Proposed new, to be removed, after 10/1/71
(Symbol)	21. Proposed new, to be removed, after 10/1/71
(Symbol)	22. Proposed new, to be removed, after 10/1/71

EAST WING FLOOR PLAN
 ARCHITECTURAL
 A-102

Anderson
 Architects

Albany County Sheriff
 and County
 Assessor



IFB 2016.242 CARPET REPLACEMENT


VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

Location	Bid Price
Western Service Center	\$ 211,820.00
Service Center	\$ 104,570.00
Coroner's Office	\$ 31,135.00

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
 If None, Please write NONE.

Colorado Carpet Center, Inc.	8/30/16
Company Name	Date
7081 E. 56 th Ave., Unit B	
Address	Signature
Commerce City, CO 80022	Steven Terry Staab
City, State, Zip Code	Printed Name
Adams	President
County	Title
720-322-0200	720-322-0300
Telephone	Fax

Email Address	coloradocarpetcenter@msn.com
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Colorado Carpet Center, Inc.
7081 E. 56th Avenue, Commerce City, CO 80022 (Name and Address of Contractor)

as Principal, and AMCO Insurance Company as Surety,
One West Nationwide Blvd., 1-04-701, Columbus, OH 43215-2220 (Name and Address of Surety)

are hereby held and firmly bound unto Adams County as OWNER in the penal sum
of Five Percent of Amount Bid (5%) for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assign.

Signed this 30th day of August, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to Adams County a certain
BID, attached hereto and hereby made a part hereof to enter a contract in writing,

for Carpet replacement at the Adams County Western Service Center, Coroner's Office and Service Center
(Project Name and Project Number)

NOW THEREFORE,

(A) If said BID shall be rejected, then this obligation shall be void.

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of
Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for
his/her faithful performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform the agreement created
by the acceptance of said BID, then the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall
be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID;
and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them
as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their
proper officers, the day and year first set forth above.

Colorado Carpet Center, Inc.
(Principal, Contractor)

BY: [Signature]

AMCO Insurance Company
(Surety)

BY: [Signature]
Karen A. Feggestad Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Karen A. Feggestad

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute the following **Surety Bond**:

Surety Bond Number Bid Bond
Principal Colorado Carpet Center, Inc.
Obligee Adams County, State of Colorado

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Ailtz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Sandy Ailtz
Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 30th day of August, 2016.

Robert W Horner III
Assistant Secretary

This Power of Attorney Expires March 24, 2017

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Colorado Carpet Center, Inc.

Company Name

8/30/16

Date

Steven Terry Staab

Name (Print or Type)



Signature

President

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Colorado Carpet Center, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 7081 E 56th Ave., Unit B City, state, and ZIP code Commerce City, CO 80022 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
8	4	-	1	2	8	2	2	19

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Robert J. Skale</i>	Date ▶ <i>8/10/16</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Colorado Carpet Center, Inc.
References
August 30, 2016

Project Name	Contact Information
Adams County - Carpet Replacement-District Attorney's Office Building- 1000 Judicial Center Dr., Brighton	Matthew Evanoff (303) 654-3327 mevanoff@adcogov.org
Adams County- Carpet Replacement- Adams County Service Center- 4201 E 72 nd Ave, Commerce City	Howard Hampton (303) 227-2385 hhampton@adcogov.org
City of Aurora- Carpet Replacement- Aurora Central Library- 14949 E. Alameda Pkwy, Aurora	Steve Knox (303) 326-8158 sknox@auroragov.org

2016.242 IFB Addendum 1
Carpet Replacement Western Service Center and Coroner's Office

The purpose of this addendum is to answer all submitted questions for this IFB.

- 1.) Please advise as to the quantity of resilient base we are to bid for each location.
 - A. Western Service Center: 11,000 Linear Feet
 - B. Service Center 5,000 Linear Feet
 - C. Coroners Office: Please reference the drawings.

It will be mandatory that the awarded contractor complete a full field accurate measurement to provide exact and accurate not to exceed pricing.

- 2) Please advise as to the quantity of transitions we are to bid for each location.
 - A. Price per linear foot for transitions should be included in the submitted bid price.
- 3) Please advise as to the quantity of owner's stock we are to include for each location. Generally owner's require 5% for future replacement.
 - A. Recommend 5%

4) At the walk through, it appeared that 4" resilient base may not cover the wall enough to hide the current paint ridge. We feel that 4 1/2" base should be specified rather than 4". Please confirm.

- A. During walk through it was discussed and recommended that the vendor use base wide enough to cover the paint ridge. If the vendor recommends that a 4-1/2" will cover the paint ridge adequately then it can be used. We just want to insure that the paint ridge is properly covered and looks aesthetically pleasing when you walk down the hallways. Vendor can't use 4-1/2" in one section than transition to a 6" in the middle of the room or corridor.

5) For clarification regarding the furniture move- In order to adhere to bid documents and completely remove and replace resilient base at all locations, furniture and cubicles must be moved out and back rather than lifted. Is this correct?

- A. I believe that the Cubicles at the Coroner's can be lifted but has to be done very carefully, I can't be held accountable if they disassemble during the procedure that would be up to the vendor to insure that extra precautions are in place to prevent this. When the carpet is removed and the carpet square is place down there will be the