

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

TO: COMMERCIAL CARPETS OF AMERICA, INC. 885-A SOUTH PICKET STREET ALEXANDRIA, VIRGINIA 22304	DATE ISSUED: CURRENT REFERENCE NO: CONTRACT TITLE:	<u>08/25/2016</u> <u>17-033-R</u> <u>FURNISH & INSTALL CARPETING & FLOORING</u>
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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 17-033-R including any attachments or amendments thereto.

EFFECTIVE DATE: 08/25/2016

EXPIRES: 06/12/2017

RENEWALS: 4 (FOUR) 1 (ONE) YEAR RENEWAL OPTIONS 06/13/2017 TO 06/12/2021

ATTACHMENTS:

AGREEMENT No. 17-033-R

ATTACHMENT A – PRINCE WILLIAM COUNTY CONTRACT NO. 16092BA4

EMPLOYEES NOT TO BENEFIT:

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE
GENERAL PUBLIC.**

VENDOR CONTACT: ED EDWARDS

VENDOR TEL. NO.:

(703) 212-6387

EMAIL ADDRESS: EEDWARDS@CCAGSA.COM

COUNTY CONTACT: PIA INGLIS (DES-FD&C)

COUNTY TEL. NO.:

(703) 228-3244

COUNTY CONTACT EMAIL: PINGLIS@ARLINGTONVA.US

CONTRACT AUTHORIZATION

for 
MICHAEL E BEVIS
PURCHASING AGENT

08/25/2016
DATE

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 17-033-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Commercial Carpets of America, Inc., of 855-A South Picket Street, Alexandria, Virginia 22304 ("Contractor"), a Virginia Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A (Prince William County Contract No. 16092BA4, incorporated herein by reference) (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by Prince William County, Virginia. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Prince William County.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 12, 2017 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if Prince William County renews their agreement identified in Attachment A, the County may elect to renew this Agreement at the unit prices set forth in Attachment A, for not more than four additional twelve month periods from June 13, 2017 to June 12, 2021 ("Subsequent Contract Term"). However, if Prince William County does NOT renew their agreement identified in Attachment A, this Agreement shall automatically expire on the date of Prince William County's contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide carpeting and floor covering furnishing and installation.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY

All goods are purchased F.O.B. Destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the

Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract

or purchase order of over \$10,000.00 relating to this Contract; so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social

security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

25. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

27. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing

Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: WARRANTY; INDEMNIFICATION; CONFIDENTIAL INFORMATION; RELATION TO COUNTY; AND AUDIT.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Ed Edwards, Senior Project Manager
Commercial Carpets of America, Inc.
855-A South Picket Street
Alexandria, Virginia 22304

TO THE COUNTY:

Pia Inglis, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 403
Arlington, Virginia 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- g. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage

or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____

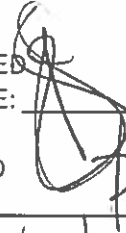


NAME AND TITLE: *for* MICHAEL E. BEVIS
PURCHASING AGENT

DATE: 8/25/2016

COMMERCIAL CARPETS OF AMERICA, INC.

AUTHORIZED
SIGNATURE: _____



NAME AND TITLE: P. LePage VP

DATE: 8/17/2016

ATTACHMENT A



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703, Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing

CONTRACT: 16092BA4

SUBJECT: Furnish and Install Carpeting and Floor Covering (as Needed)

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22182-9201
703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

Commercial Carpets of America
885-A S. Pickett Street
Alexandria, Virginia 22304
Telephone: 703-212-6393
rgrove@cafloors.com

This Contract is entered into this 13th day of June 2016, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified herein for supplies and/or services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

PRINCE WILLIAM CO.
CENTRAL PURCHASING

2016 JUN - 3 A 9 04

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SECTION I
SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the requesting agency identified below and authorized by the Purchasing Regulations or other law to enter into contracts.

"Requesting Agency" for the purpose of this Contract shall mean the Public Works Department, Division of Buildings and Grounds.

"Contract Administrator" assigned to administer this Contract for the County is Don Flory, Services Contract Administrator, Public Works Department, Buildings and Ground Division.

"Contractor" shall mean:

Commercial Carpets of America
885-A S. Pickett Street
Alexandria, Virginia 22304
Telephone: 703-212-6393
rgrove@cafloors.com

whose authorized representative is Ralph Grove, Vice President, Commercial Group, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Bid Response dated April 25, 2016.
2. County's Solicitation number IFB160041 entitled "Furnish and Install Carpeting and Floor Covering (as Needed)" dated April 4, 2016.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: IFB160041. This Contract shall take precedence over all the documents referenced above.

I.3 Contract Period

The Contract Period shall be for one year from Contract award date. The County shall have the option to renew the Contract for four (4) additional year periods, contingent upon the availability of funds for the purpose and the needs of the County.

I.4 Provision of Supplies and/or Services

The Contractor agrees to furnish and install carpeting and floor covering as detailed in Attachment A, Scope of Work in IFB160041.

I.5 Contract Amount

In return for the supplies and/or services identified herein, and subject to the "Termination for Non-Appropriation of Funds" clause, the County shall compensate the Contractor in accordance with the Contract Pricing Schedule, Attachment B.

I.6 Placement of Orders

A County Purchase Order which may be accompanied by a Task Order or a Work Order shall be issued to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Contract Pricing Schedule.

I.7 Emergency Procurements

In the event of a County emergency, the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

I.8 Subcontractors

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

I.9 Delivery of Goods

Goods are required to be delivered within one (1) calendar day after receipt of order from the County. Deliveries shall be F.O.B. destination, freight fully prepaid and allowed in Prince William County. No collect shipments will be accepted. Deliveries shall be made between 8:30 A.M. - 4:00 P.M., Monday through Friday, less established County holidays, unless otherwise approved by the County. Inside delivery is required unless otherwise specified.

The Contractor shall give 48 hour advance delivery notice to the requesting agency for deliveries that require unloading assistance from the County and/or for deliveries made to County job site locations.

All shipments/deliveries shall be accompanied by packing slips or delivery tickets, which shall contain the following information for package or load.

Contractor's Name and Address
 Contract Number
 Purchase Order Number
 Task Order Number/Work Order Number, if applicable
 Goods Ordered
 Goods Delivered (article/quantity/date)

Goods Back Ordered

Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

I.10 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.11 Insurance

The Contractor shall maintain insurance in an amount and form as set forth in IFB160041.

I.12 Invoicing and Payments

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order.

The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

Contractor's Name and Address
Contract Number
Purchase Order Number
Task Order Number/Work Order Number, if applicable
Date Goods and/or Services were provided
Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 calendar days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

I.13 Inspection and Acceptance

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have 1 calendar day from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.14 Warranties

The Contractor warrants that (1) goods provided to the County are fit and sufficient for the purpose intended; (2) goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and (3) goods provided to the County conform to the County's specified requirements.

Manufacturer's standard product warranties shall also apply.

I.15 Hazardous Products

Where applicable, the Contractor shall comply with all Virginia Occupational Safety and Health Administration Standards. Specifically, the Contractor shall ensure that all products provided to Prince William County are properly labeled and that Material Safety Data Sheets (MSDS) are provided for those products classified as "hazardous" by the Virginia Occupational Safety and Health Administration.

I.16 Law Compliance

The Contractor shall be solely responsible for complying with all applicable federal, state, and County laws, codes, ordinances, requirements, and regulations relating to this procurement.

I.17 Tax Exemption

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidders list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

I.18 Rider Clause

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statutes, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

I.19 Time of Delivery of Services

Same day delivery of deposits before 7:00 p.m. is preferred. All bidders must guarantee delivery by 7:00 p.m. on the next working day following pickup. Preference will be given in bid evaluation to firms capable of guaranteeing same day delivery by 7:00 p.m. If no bidders can guarantee same day delivery by 7:00 p.m., the contract will be awarded to lowest bidding firm with delivery by 7:00 p.m. on the next working day following pickup.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the prior express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the

claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- a. Cost of work performed or supplies delivered;
- b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
- c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.

2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this Contract for default and agrees to include a similar provision in any subcontract.

II.12 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.13 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the Constitution and laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in Prince William County, Virginia, or a federal Court located in the Eastern District of Virginia, Alexandria Division, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

II.15 Hold Harmless

The Contractor hereby agrees to indemnify, defend at its own expense, and hold harmless Prince William County, Virginia, its officers, agents, employees, and volunteers, from any and all claims for property damage, bodily injuries, and personal injuries to the public, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees, and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Commercial Carpets of America



County Representative

**Thomas Bruun, Director
Department of Public Works**

Title



Contractor Representative *Ralph P. Grove*

5/19/16

Vice President, Commercial Group

Title

ATTEST:



Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE



Date:

4/27/16

Alan F. Smith

Assistant County Attorney

PRINCE WILLIAM CO.
CENTRAL PURCHASING

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ATTACHMENT A

Scope of Work

Prince William County Government is soliciting bids to furnish and install carpeting and miscellaneous vinyl, rubber, or other floor covering in various County facilities on "As Needed" basis. Materials shall include, but not limited to, vinyl composition tile (VCT), vinyl sheet goods, rubber flooring, vinyl cove base, transition strips, carpet padding, adhesive, seaming tape, concrete patching, leveling or other miscellaneous materials.

Prince William County will prepare a Task Order specifying what is required, but not limited to the following;

1. The style of floor covering is desired;
2. Whether padding is required;
3. Date project is to be completed by; and
4. Estimated square yardage to be installed.

Within five (5) working days, Contractor will provide a proposal showing:

1. Actual square yardage to be installed;
2. Diagram showing where floor covering seams will be located;
3. Estimated number of labor hours;
4. Estimated amount floor covering and materials needed; and
5. Estimated "time line" to meet County completion date, and
6. Estimated area needed for temporary storage.

Time line will show material delivery date, date work is to begin, and schedule of work to be accomplished.

CONTRACTOR'S RESPONSIBILITY - WORKMANSHIP AND INSTALLATIONS

Contractor shall be responsible for:

1. That work shall be performed by reputable, competent professionals who are mill certified. Copy of individual certification will be required.
2. Verification of actual measurements.
3. Coordinating installation times with Contract Administrator at (703) 792-6386 or designee. Most floor covering installations will occur during periods of low traffic, primarily at night or on weekends.
4. That new carpet, padding (when requested), and floor covering is installed in accordance with the Carpet and Rug Institute's Standard Publication CRI 104 for Commercial Carpet Installation.
5. That adhesives used are as recommended by the floor covering or adhesive manufacturer. The County reserves the right to request Material Safety Data Sheets (MSDS) for all chemicals used.

6. To move and replace all items necessary for performing services as required. Items may include, but are not limited to, systems furniture, desks, chairs, filing cabinets, telecommunications and data processing equipment, bookcases, credenzas, photocopiers, office equipment, boxed material and the contents thereof. Personal items will be boxed prior to move.

7. To inspect sub floor to determine suitability for floor covering. Any unusual conformity in the floor is to be reviewed with the agency. Obstructions such as door stops, protruding or flat electrical and terminal connectors are to be removed and replaced after carpet installation.

Carpet Waste

1. Estimated waste amounts exceeding five percent (5%) must be approved in advance by the Contract Administrator. Carpet and related material storage prior to installation shall be the responsibility of the Contractor. If available, the agency may provide a designated area for storage, but will not be responsible beyond reasonable protection against the elements.

2. Rolled carpet shall be laid securely in place by using the Double Stick method, stretch method, or direct glue down method as specified by the County in coordination with the installer. Carpet Tile installation in areas containing systems furniture will be done using an approved vertical lift system. Disassembly and removal of systems furniture for the purpose of installing carpet tile is not an option. Use of unapproved tools or equipment is forbidden. Vertical lift tools must have specific fittings for each type of furniture.

3. Contractor is responsible for removal and recycling existing carpet, padding, tack strips, transition strips, and existing vinyl base as well as any debris generated as a result of the floor covering installation. Use of County dumpsters for disposal is prohibited.

4. Transition strips shall be of a vinyl type that is color coordinated with the vinyl base.

5. Vinyl base shall be a cove type base that is color coordinated with the carpet and of the same width as the existing base. Vinyl base samples shall be submitted to the Contract Administrator upon request.

INSTALLATION

Carpet tile shall be laid out to avoid strips of tiles less than eight (8) inches wide being used. Tiles may be laid in one uniform direction or in an alternating pattern depending on the application. The County will determine which method shall be used. Upon completion, the floor shall present a uniform appearance with minimal if any visual evidence gaps between the individual tiles.

Contractor shall provide Manufacturer's Certificate of Compliance to Specifications identifying the carpet by registry numbers.

Contractor shall provide Manufacturer's Certificate of Compliance to Specifications identifying the carpet by registry numbers.

It shall be the responsibility of the Contractor to recycle, reclaim or otherwise divert from landfills any carpet and cove base that is removed. A third party certification of recycling/reclamation must be provided to the County within 30 calendar days of completion of the project.

CONTRACTOR'S RESPONSIBILITY FOR PEOPLE AND PROPERTY

The Contractor shall be responsible for the acts and omissions of all the Contractor's employees and all subcontractors, their agents and employees, and all other person performing any of the work under a contract with the Contractor.

The Contractor shall comply with all applicable laws, ordinances, codes, rules, requirements, regulations, and lawful orders of any public authority having jurisdiction (Federal, State and County) for the protection of persons or property from injury, damage, or loss.

The Contractor shall take whatever precautions are necessary to prevent injury, damage or loss to 1) all employees and all other persons who may be affected; 2) all project materials and equipment; and 3) all other property at the site or adjacent thereto.

INSPECTION OF CARPET INSTALLATIONS

Any damage to finished surfaces caused by work under this Contract shall be corrected, without charge to the County. Upon completion the contractor shall notify the owner requesting a final inspection. Contractor must complete any agency "punch list" within 15 calendar days after receipt of list.

Warranties

The Contractor warrants that:

- (1) The non-carpet supplies provided to County pursuant to this agreement are fit and sufficient for the purpose intended and are warranted for a period of one (1) year.
- (2) The supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship and are warranted for a period of one (1) year.
- (3) The supplies sold to the County pursuant to this agreement conform to the standards required by this Contract and are warranted for a period of one (1) year.
- (4) Any latent defects in materials found within manufacturer's warranty period, shall be replaced at no cost to the County for materials. Labor may be pro-rated.
- (5) All carpet shall be covered by a ten (10) year Limited Fiber Performance Guarantee by the carpet manufacturer and a full ten (10) year wear warranty.
- (6) Edge raveling and delaminating will be warranted for a minimum of ten (10) years.
- (7) All services provided under this agreement shall be warranted for a minimum period of two (2) years.

APPLICABLE PUBLICATIONS

Compliance with the latest edition of industrial standard shall be required. Such standards published by, but not limited to, the following associations should be considered:

American Society for Testing and Materials 100 Barr Harbor Drive P.O. Box C700 West Conshohocken, PA 19428-2959

Telephone: (610) 832-9585

Email: service@astm.org (a nongovernment website)

National Fire Protection Association 1 Batterymarch Park (Headquarters) Quincy, MA 02269 Phone: 617-770-3000 Fax: 617-770-0700

www.nfpa.org

Email: submit your question online

The Carpet and Rug Institute

P.O. Box 2048 Dalton, Georgia 30722-2048 United States of America

Phone # 706-278-3176

Fax # 706-278-8835

www.carpet-rug.org

Email: submit your question online

MANUFACTURER'S CARE INSTRUCTIONS

Each shipment of carpet whether installed by the Contractor, or installed by the Owner, shall include a copy of the manufacturer's recommended care and cleaning instructions.

MUTUAL RESPONSIBILITIES OF CONTRACTOR DURING INSTALLATION

The Contractor shall afford the County and separate contractors, if involved with other phases of a building construction/remodeling, when required, reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work; and, the Contractor shall, if requested by the County to do so, connect, sequence, and coordinate work under this Contract with that of others.

COUNTY'S RIGHT TO STOP PROJECT DURING INSTALLATIONS

If the Contractor fails to correct defective work or persistently fails to comply with the specifications, the County may order the Contractor to stop work on the project, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

OCCUPANCY DURING CONSTRUCTION FOR INSTALLATIONS

The County reserves the right to enter the premises and store or attach such items as the County may elect without in any way affecting the contract, providing such use of the premises does not substantially interfere with the progress of the work.

BACKGROUND INVESTIGATIONS:

Contractor may be required for specific installations to provide names, address, date of birth, gender, race, and social security numbers for employees, subcontractors' employees, to the Prince William County Police and Sheriff's Departments to perform a background investigation. The Police and Sheriff's Departments shall treat all information obtained as confidential.

Only those individuals receiving an approval will be allowed to perform services in those areas.

AGENCY'S RESPONSIBILITY

Agency will be responsible for:

- A. Inspect carpet installation for contract compliance;
- B. Review scraps, challenge any apparent excess, and retain any as desired for "attic stock,"
- C. Provide a "punch list" to the Contractor for any corrections needed;
- D. Check for damage to finished surfaces caused by the Installers;
- E. Obtain the written 2-year guarantee on installation work and certificate of compliance to specifications;
- F. Prepare the area by removing personal effects, etc., from desks and removing and boxing books;
- G. Disconnect and move all major electronic and computer equipment;
- H. Notify vending machine owner of pending floor covering installation; and
- I. Asbestos remediation.

Carpet Collections Carpet Collections

Carpets have been grouped into collections. Pricing will be for any carpet in a collection. This allows the designer to present a variety of carpets to the customer that are all priced the same.

Carpet tiles (manufacturer's standard size)

1. Tile Group 1:

- a. Shaw: Catalyst, Hybrid, Clear, Glaze, Transparent, Shape, Reserve, Direction, Scape, Realm, Field, Infinite, Vast, Tempt, Tangle
- b. J&J: Evolve, Emerge
- c. Milliken: Centro, Remix 2.0

2. Tile Group 2:

- a. Shaw: Diffuse, Disperse, Captivate, Intrigue, Shine, Allure, Glimmer, Embark, Wander, Social Media 26oz.
- b. J&J: City Blocks, Impulse III
- c. Milliken: Elevation, Nordic Stories, Southern Analog, Sound & Fury

d. Mohawk: Pure Genius, Caliber, Datum, Sector, Spatial, lateral Surfaces, Reflective Symmetry, Vanishing Point, Retro Rouge

3. Tile Group 3:

- a. Milliken: Ghost Artist, paste Up-Loop, Remix 2.0, Scattergraph, Straight Talk
- b. Mohawk: Iconic Earth

4. Tile Group 4:

- a. Shaw: Blox, Color Play, Kinetic, Link, Byline, Lineage, Copy, Rotate, Scepter II, Construct
 - b. J&J: Accelerate, Pop, Propel
 - c. Milliken: Colorweave, Paste Up- Tip Shear
 - d. Mohawk: Faculty Remix, Newcomer, Above Average, By the Book, Get Around, Take Note, Work it
- Tile Group 4

5. Tile Group 5:

- a. Interface: Nature's Trail
- b. J&J: Pay Day, Problem Solved, Meche, Meche Trace, Flash, Velocity, Umbra, Umbra Stripe
- c. Mohawk: Get Smart

6. Tile Group 6:

- a. Shaw: Knit, corded, Chain Stich, Fine Point, Line Weight, Stipple, Utopian, Artisan Loom
- b. J&J: Analog, Analog Mono, Naturals

7. Walk – Off Carpet:

- a. Milliken: Quadrus
- b. J&J: Catwalk, Runway

Broadloom Carpet, Direct Glue Down

- ☐ Broadloom Group 1:
 - o Shaw : Design Series V
 - o J&J: City Blocks, Impulse III
 - o Mohawk: Pure Genius II
- ☐ Broadloom Group 2:
 - o J&J: Payday, Problem Solved, Prism
 - o Mohawk: Chilled Check, Faculty Remix
- ☐ Broadloom Group 3:
 - o J&J: Textures
 - o Mohawk: Work It

Optional Backing option for broadloom carpet is Tred-Mor #2580-2, ¼" sponge rubber, double direct glue down.

Resilient Products (manufacturer's standard size)

1. VCT:

- a. Armstrong: Imperial Textures
- b. Mannington: Essentials
- c. Armstrong: Migrations BBT
- d. Armstrong: Striations BBT

2. LVT Group 1:

- a. Milliken : LVT
- b. Tandus-Centiva: Venue
- c. Shaw: Grain, Pigment

3. LVT Group 2:

- a. Mannington: Nature's Path Planks
- b. Shaw: Crete, Jeogori, Strand, Surface, Interval, Uncommon Ground

4. Sheet Vinyl:

- a. Mannington: Realities, Biospec MD
- b. Shaw: Naturelife II, BioLife

5. Sports Flooring:

- a. Tarkett Sports Flooring: OmniSport 6.5mm
- b. Shaw: Rexcourt 6.5mm

6. Rubber Flooring:

- a. Nora: Eco 2mm, Environcare 2mm, Round 3.2mm, Hammered 2.7mm, Grano 3.5mm
- b. Mannington: Colorscape tiles, Colorspec tiles, Teles Tiles

7. Rubber Tread/Risers:

- a. Nora: Round, Hammered, Grano
- b. Mannington: Colorscape, Colorspec

Manufacturer's Representatives

Shaw Commercial Carpet
David Schweizer
David.schweizer@shawinc.com
Office 202-359-7521

Interface Flor
Jim Brown
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JJ Haines (Armstrong Products)
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J&J Flooring Group
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Milliken, Inc.
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Abacus Sports (Tarkett Sports Flooring)

Tandus/Centiva

Dan Weaver

Debbie Crowe

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Mobile# (443) 310-6677

ATTACHMENT B

III.2 Pricing Schedule

Pricing Schedule

Carpet prices are for any carpet within a collection. Carpet, VCT, Resilient and Sheet Vinyl product prices are for the carpet/vinyl only; installation is priced separately due to the wide variations in installation conditions.

Carpet Tile	Est. Quantity	Price/sq. yd.	Total
Tile Group 1	100 Sq. Yd.	\$ 19.30	\$ 1,930.00
Tile Group 2	100 Sq. Yd.	\$ 21.83	\$ 2,183.00
Tile Group 3	100 Sq Yd.	\$ 24.17	\$ 2,417.00
Tile Group 4	100 Sq Yd.	\$ 26.66	\$ 2,666.00
Tile Group 5	100 Sq Yd.	\$ 30.30	\$ 3,030.00
Tile Group 6	100 Sq Yd.	\$ 32.79	\$ 3,279.00
Walf-Off Carpet	25 Sq Yd.	\$ 53.35	\$ 1,333.75
Broadloom Carpet			
Broadloom Group 1	25 Sq. Yd.	\$ 15.88	\$ 397.00
Broadloom Group 2	25 Sq. Yd.	\$ 22.98	\$ 574.50
Broadloom Group 3	25 Sq. Yd.	\$ 29.56	\$ 739.00
Tred-Mor Backing	10 Sq. Yd.	\$ 8.25	\$ 82.50
VCT			
Armstrong Imperial Textures	900 Sq. Ft	\$ 1.05	\$ 945.00
Mannington Essentials	900 Sq. Ft	\$.98	\$ 882.00
Armstrong Migrations BBT	900 Sq. Ft	\$ 2.66	\$ 2,394.00
Armstrong Striations BBT	900 Sq. Ft	\$ 3.07	\$ 2,763.00
LVT Resilient Flooring			
LVT Group 1	200 Sq. Ft	\$ 3.02	\$ 604.00
LVT Group 2	200 Sq. Ft	\$ 3.56	\$ 712.00

Sheet Vinyl			
Mannington BioSpec MD	100 Sq. Ft	\$ 4.32	\$ 432.00
Mannington Realities	100 Sq. Ft	\$ 4.77	\$ 477.00
Shaw Nature Life	100 Sq. Ft	\$ 3.31	\$ 331.00
Shaw Bio Life	100 Sq. Ft	\$ 3.61	\$ 361.00
Sports Flooring			
Tarkett: OmniSport 6.5mm	100 Sq. Ft	\$ 4.60	\$ 460.00
Shaw: Rexcourt 6.5mm	100 Sq. Ft.	\$ 4.10	\$ 410.00
Rubber Flooring			
Nora Eco 2mm (tiles or rolls)	100 Sq. Ft	\$ 5.06	\$ 506.00
Nora Environcare 2mm (tiles or rolls)	100 Sq. Ft	\$ 5.78	\$ 578.00
Nora Round 3.2mm or Hammered 2.7mm (tiles)	100 Sq. Ft	\$ 7.59	\$ 759.00
Nora Grano 3.5mm (tiles)	100 Sq. Ft	\$ 9.77	\$ 977.00
Mannington Colorscape (tiles)	100 Sq. Ft	\$ 6.86	\$ 686.00
Mannington Colorspec (tiles)	100 Sq. Ft	\$ 7.65	\$ 765.00
Mannington Teles (tiles)	100 Sq. Ft	\$ 8.31	\$ 831.00
Rubber Stair Treads/Risers (combo)			
Nora Round or Hammered	100 Lin. Ft	\$ 19.65	\$ 1,965.00
Nora Grano	100 Lin. Ft	\$ 22.01	\$ 2,201.00
Mannington Colorscape	100 Lin. Ft	\$ 14.82	\$ 1,482.00
Mannington Colorspec	100 Lin. Ft	\$ 16.80	\$ 1,680.00
Carpet Installation Services			
Carpet Tile	800 Sq. Yd.	\$ 3.55	\$ 2,840.00

Broadloom, Direct Glue Down	25 Sq. Yd.	\$ 4.05	\$ 101.25
Broadloom, Dbl Direct Glue Down	10 Sq. Yd.	\$ 6.95	\$ 69.50
Stretch & Tack Strip	10 Sq. Yd.	\$ 4.05	\$ 40.50
Resilient Installation Services			
Remove & Recycle/Reclaim Vinyl (tile or sheet)	900 Sq. Ft.	\$.45	\$ 405.00
Skim coat substrate with cementitious underlayment	900 Sq. Ft.	\$.70	\$ 630.00
VCT	900 Sq. Ft.	\$.65	\$ 585.00
LVT	200 Sq. Ft.	\$ 1.35	\$ 270.00
LVP (Luxury Vinyl Plank)	200 Sq. Ft.	\$ 1.74	\$ 348.00
Sheet Vinyl	900 Sq. Ft.	\$ 1.35	\$ 1,215.00
Vinyl Sports Flooring	100 Sq. Ft.	\$ 2.10	\$ 210.00
Rubber Flooring	900 Sq. Ft.	\$ 1.40	\$ 1,260.00
Seam Welding	900 Lin. Ft.	\$ 4.50	\$ 4,050.00
Stair Tread/Risers	900 Lin. Ft.	\$ 4.15	\$ 3,735.00
Carpet Removal & Recycling/Reclamation			
Carpet Tile	800 Sq. Yd.	2.10	1,680.00
Direct Glue Down	25 Sq. Yd.	\$ 2.10	\$ 52.50
Stretch & Tack Strip	10 Sq. Yd.	\$ 2.10	\$ 21.00
Dbl -Glue w/ Tred-Mor	10 Sq. Yd.	\$ 2.75	\$ 27.50
Cove Base			
Furnish & Install	100 Linear Ft	\$ 1.30	\$ 130.00
Remove & Recycle	100 Linear Ft	\$.10	\$ 10.00
Reducer/Transition			
Furnish & Install	10 Linear Ft	\$ 1.30	\$ 13.00

Remove & Recycle	10 Linear Ft	\$.10	\$ 1.00
Moving/Lifting Furniture			
Move Freestanding	200 Sq. Yd.	\$ 4.25	\$ 850.00
Lift Systems	700 Sq. Yd.	\$ 6.33	\$ 4,431.00
Carpet Repairs/Other Products			
Carpet Mechanic, 8AM -5PM, M-F	20 Hours	Rate per Hour \$ 48.00	\$ 960.00
Carpet Mechanic, Other hours	20 Hours	Rate per Hour \$ 69.50	\$ 1,390.00
Mechanic Helper, 8AM – 5PM, M-F	20 Hours	Rate per Hour \$ 27.25	\$ 545.00
Mechanic Helper, Other Hours	20 Hours	Rate per Hour \$ 39.75	\$ 795.00
Materials Markup Percentage	\$5,000.00	% 20	\$ 6,000
Other Carpets not listed – Percent markup from Dealer invoice	\$25,000.00	% 20	\$ 30,000
Other Resilient, VCT, Sheet Vinyl, or Rubber flooring– Percentage markup from Invoice	\$5,000.00	% 20	\$ 6,000
Minimum Order Amount for Services on Any Single Order	4 each	\$ 200	\$ 800
Grand Total			\$ 111,298.00