

IN THE SUPREME COURT OF THE STATE OF NEVADA

CLARK COUNTY NEVADA,) **Supreme Court No. 83252**
DEPARTMENT OF AVIATION, a) District Court Case No. A-18-
political subdivision of the State of) 781866-J
Nevada;)
Appellant,)

vs.)

SOUTHERN NEVADA LABOR)
MANAGEMENT COOPERATION)
COMMITTEE, by and through its)
Trustees Terry Mayfield and Chris)
Christophersen (Petitioner Below),)
and THE OFFICE OF THE LABOR)
COMMISSIONER (Respondent)
Below),)
Respondent.)

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Elizabeth A. Brown
Clerk of Supreme Court

JOINT APPENDIX – VOLUME 1 OF 3

FISHER & PHILLIPS LLP
MARK J. RICCARDI, ESQ.
Nevada Bar No. 3141
ALLISON L. KHEEL, ESQ.
Nevada Bar No. 12986
300 S. Fourth Street
Suite 1500
Las Vegas, NV 89101
Telephone: (702) 252-3131
Attorney for Appellant,
Clark County Department of Aviation

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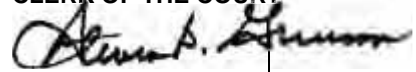
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Andrea Nichols, Esq.
Deputy Attorney General
100 N. Carson
Carson City, Nevada 89701
anichols@ag.nv.gov
*Attorneys for Respondent
Office of the Labor
Commissioner*

Dated this 18th day of November, 2021.

/s/ Darhyl Kerr
An Employee of Fisher & Phillips LLP



PTJR
CHRISTENSEN JAMES & MARTIN
EVAN L. JAMES, ESQ.
Nevada Bar No. 07760
7440 W. Sahara Avenue
Las Vegas, Nevada 89117
Tel.: (702) 255-1718
Facsimile: (702) 255-0871
Email: elj@cjmlv.com
Attorneys for Petitioner

DISTRICT COURT
CLARK COUNTY, NEVADA

SOUTHERN NEVADA LABOR
MANAGEMENT COOPERATION
COMMITTEE, by and through its
Trustees Terry Mayfield and Chris
Christophersen,

Petitioner,

vs.

CLARK COUNTY NEVADA,
DEPARTMENT OF AVIATION, a
political subdivision of the State of
Nevada; and THE OFFICE OF THE
LABOR COMMISSIONER,

Respondents.

Case No.: **A-18-781866-J**

Dept. No.: **Department 25**

PETITION FOR JUDICIAL REVIEW

COMES NOW, Petitioner, Southern Nevada Labor Management Cooperation Committee, by and through its Trustees Terry Mayfield and Chris Christopherson¹ ("LMCC"), by and through its attorney, Evan L. James, Esq. of the law firm of Christensen James & Martin, and here by petitions the Court for review of the Final Decision issued by the OFFICE OF THE LABOR COMMISSIONER ("OLC"), a copy of which is attached hereto as Exhibit 1.

¹ The original Trustee, John Smirk, identified in the administrative proceedings has been removed from office and no longer has authority to act on behalf of the Petitioner. As such, his name is substituted with a current and authorized Trustee.

1 **I. JURISDICTIONAL STATEMENT**

2 Pursuant to NRS 233B.130(1) & (2), "Any party who is ... [a]ggrieved by a final
3 decision in a contested case is entitled to judicial review of the decision...." Petitions for
4 judicial review must ... [b]e filed within 30 days after service of the final decision of the
5 agency." Additionally, NRS 233B.130(2) states this Court may hear this case, which
6 reads as follows: "Petitions for judicial review must ... [b]e instituted by filing a petition
7 in the district court ... in and for the county in which the aggrieved party resides or in and
8 for the county where the agency proceeding occurred." The LMCC's resides in Clark
9 County, Nevada and the proceedings occurred in Clark County, Nevada.

10 **II. GROUNDS FOR PETITION**

11 Clark County, Department of Aviation ("DOA") published an invitation to bid, Bid
12 No. 17-604273 ("Bid") for "Carpet and Base Cove Installation" at the McCarren
13 International Airport ("Project"). The DOA, in the Bid documents, separated the Project's
14 material costs from the Project's labor costs. This is a violation under NRS § 338.080(3),
15 which reads in part: "A unit of the project must not be separated from the total project,
16 even if that unit is to be completed at a later time, in order to lower the cost of the project
17 below \$250,000." The DOA admitted in 2017 that it purchased the materials in bulk and
18 split the labor costs out for material installation at a later date.

19 The DOA has acted to avoid the prevailing wage rates. The DOA is violating
20 Nevada's labor laws by refusing to have the Project bid and performed in accordance with
21 prevailing wage requirements. Pursuant to NAC § 338.0095, the workers employed on
22 the Project, "must be paid the applicable prevailing rate of wage for the type of work that
23 the worker actually performs on the [Project] and in accordance with the recognized class
24 of worker...." Under NAC § 338.007, the definition of "recognized class of workers" is
25 "a class of worker recognized by the Labor Commissioner as being a distinct craft or type
26 of work for purposes of establishing prevailing rates of wages."

1 The DOA argued that it is not in violation of Nevada labor laws because it budgeted
2 construction costs through its 2018 budget. This is directly contrary to DOA's claims that
3 it purchased materials prior to 2018. The DOA further argued it is not subject to Nevada
4 law because its money is not public money. DOA is a public agency, so its money is in
5 fact public money. Nevertheless, the OLC determined in favor of the DOA and closed
6 the case.

7 The OLC's closing of the matter was contrary to fact, law and was arbitrary and
8 capricious. The Labor Commissioner errs in the following ways:

9 1. The matter is clearly not maintenance. The DOA is violating NRS §§ 332 and
10 338 et seq. Also, the DOA has not produced any evidence to the contrary.

11 2. The DOA claims that the improvements are being paid for from a 2018 budget.
12 However, the DOA confirmed during prior meetings that the materials used for the
13 project were purchased long ago. Thus, there is no factual way that the 2018 budget could
14 have been paid for materials purchased prior to the year 2018.

15 3. The DOA further asserts a faulty legal position that money it possesses is not
16 public money. The DOA is a government agency and any money it receives or possesses
17 is in fact public money. The revenues obtained by DOA do not belong to private parties
18 and the facility being improved (the airport) is a public facility. The Nevada Supreme
19 Court has made it clear that even private projects developed for a public agency are
20 subject to prevailing wage laws. *See Carson-Tahoe Hosp. v. Building & Const. Trades*
21 *Council of Northern Nevada*, 128 P.3d 1065, 1068, 122 Nev. 218, 222 (2006) ("For
22 example, a private project constructed to a public agency's specification as part of an
23 arrangement for the project's eventual purchase by the public agency would be a public
24 work."). Another court stated, "To take rent collected from one source and use it to pay
25 obligations would plainly be a payment of public funds...." *McIntosh v. Aubry*,
26 Cal.Rptr.2d 680, 688, 14 Cal.App.4th 1576, 1588 (Cal.App. 1 Dist., 1993) (superseded
27 by statute).

1 Acceptance of such positions is factually and legally incorrect. In addition, the OLC
2 failed to effectively consider points raised by the LMCC.

3 **III. CONCLUSION**

4 Petitioner respectfully requests that the Court reverse the OLC's ruling and to the
5 extent necessary, conduct a de novo review with additional evidence be utilized as
6 appropriate.

7 DATED this 27th day of September 2018.

8 CHRISTENSEN JAMES & MARTIN

9 By: /s/ Evan L. James
10 Evan L. James, Esq.
11 Nevada Bar No. 7760
12 7440 W. Sahara Avenue
13 Las Vegas, NV 89117
14 Tel.: (702) 255-1718
15 Fax: (702) 255-0871
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1 **CERTIFICATE OF SERVICE**

2 On September 27, 2018, I caused a true and correct copy of the foregoing Petition
3 to be served as follows:

4 ☒ UNITED STATES REGULAR MAIL: By depositing a true and correct copy
5 of the above-referenced document into the United States Mail with prepaid first-class
6 postage, addressed to the parties at their last-known mailing address:

7 Clark County Department of Aviation
8 Administration Building 3rd Floor
9 845 East Russell Road
Las Vegas, NV 89119

Clark County District Attorney
Att: Timothy Baldwin, Esq.
500 S Grand Central Pkwy.
Las Vegas, NV 89106

10 Nevada State Labor Commissioner
11 Shannon Chambers
3300 W Sahara Ave., Suite 225
Las Vegas, NV 89102

Nevada Attorney General
Adam Laxalt
100 North Carson Street
Carson City, NV 89701

12 ☒ UNITED STATES CERTIFIED MAIL: By sending a true and correct copy of
13 the above-referenced through the United States Mail as Certified Deliver with a return
14 receipt requested and addressed as follows:

15 Clark County Department of Aviation
16 Administration Building 3rd Floor
845 East Russell Road
Las Vegas, NV 89119

Clark County District Attorney
Att: Timothy Baldwin, Esq.
500 S Grand Central Pkwy.
Las Vegas, NV 89106

17 Nevada State Labor Commissioner
18 Shannon Chambers
3300 W Sahara Ave., Suite 225
19 Las Vegas, NV 89102

Nevada Attorney General
Adam Laxalt
100 North Carson Street
Carson City, NV 89701

20 ☒ PERSONAL SERVICE: By submitting the document to a process server for
21 personal service, Proofs of Service to be filed when available.
22

23 CHRISTENSEN JAMES & MARTIN

24 By: /s/ Natalie Saville
25 Natalie Saville
26
27

EXHIBIT

1

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

C.J. MANTHE
DIRECTOR

SHANNON CHAMBERS
LABOR COMMISSIONER



X OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 E. COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

Department of Business & Industry OFFICE OF THE LABOR COMMISSIONER

www.labor.nv.gov

August 30, 2018

CLARK COUNTY DEPARTMENT OF AVIATION
ADMINISTRATION BUILDING RD FLOOR, PURCHASING
845 EAST RUSSELL ROAD
LAS VEGAS, NEVADA 89119

FISHER PHILLIPS
MARK J. RICCIARDI, ESQ
300 S. FOURTH STREET
SUITE 1500
LAS VEGAS, NEVADA 89101

CHRISTENSEN JAMES & MARTIN
EVAN L. JAMES, ESQ.
KEVIN A. ARCHIBALD, ESQ.
7440 W. SAHARA AVENUE
LAS VEGAS, NEVADA 89117

REFERENCE: PREVAILING WAGE CLAIM/COMPLAINT # NLC-17-001486 BID NO 17-604273,
CARPET AND BASE COVE INSTALLATION

Clark County Department of Aviation:

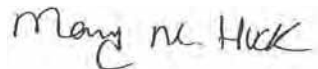
Thank you for your response to the complaint filed against Clark County Department of Aviation (DOA).

The complaint alleged possible violations of Nevada Revised Statutes (NRS) 338.010 to 338.090, inclusive, or Nevada Administrative Code (NAC) 338.005 to 338.125, inclusive. DOA asserted carpet maintenance work is financed from two sources airline revenues and non-airline revenues. None of the repairs and maintenance funds are financed in any part through any taxes or public money. The DOA is not subsidized by any tax revenues of the County and has been a self-sustaining entity since 1966. DOA represented in writing that the work in question is not paid for with public money.

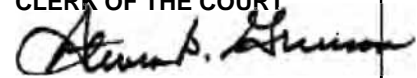
The Office of the Labor Commissioner has completed its review of the complaint. The compliance review conducted did not reveal violations of Nevada labor laws with regards to **NRS Chapter 338 or NAC Chapter 338**. This complaint has been closed.

If you have any questions, please contact me at (702) 486-2650 or by e-mail at mhuck@labor.nv.gov

Sincerely,

A handwritten signature in black ink that reads "Mary M. Huck". The signature is written in a cursive, slightly informal style.

Mary Huck
Deputy Labor Commissioner
Email: mhuck@labor.nv.gov



1 **ADMR**
ADAM PAUL LAXALT
2 Nevada Attorney General
MELISSA L. FLATLEY
3 Deputy Attorney General #12578
State of Nevada
4 100 N. Carson Street
Carson City, NV 89701-4717
5 Tel: (775) 684-1218
Facsimile: (775) 684-1156
6 E-mail: *mflatley@ag.nv.gov*

7 *Attorneys for Respondent Labor Commissioner*

8
9 **DISTRICT COURT**
10 **CLARK COUNT, NEVADA**

11 SOUTHERN NEVADA LABOR
MANAGEMENT COOPERATION
12 COMMITTEE, by and through its
Trustees Terry Mayfield and Chris
13 Christophersen,

14 *Petitioner,*

15 *vs.*

16 CLARK COUNTY NEVADA,
DEPARTMENT OF AVIATION, a
17 political subdivision of the State of
Nevada; and THE OFFICE OF THE
18 LABOR COMMISSIONER,

19 *Respondents.*

Case No. A-18-781866-J
Dept No. 25

20 **AMENDED ADMINISTRATIVE RECORD**

21 Pursuant to NRS 233B.140, the State of Nevada, Office of the Labor Commissioner
22 now files the entire record of the proceedings under review by this Court as a result of the
23 Petition for Judicial Review pursuant to NRS 233B.130 filed by Southern Nevada Labor
24 Management Cooperation Committee:

25 *///*

26 *///*

27 *///*

1	Title of Document	BATES
2		
3	A Wage claim filed by Labor Management Cooperation	0001-
4	Committee (LMCC), April 28, 2017	0147
5	B Notice of wage claim sent to Clark County Department of	0148-
6	Aviation (DOA), May 2, 2017	0149
7		
8	C DOA response to notice of wage claim, May 25, 2017	0150-
9		0156
10	D Labor Commissioner (OLC) request to DOA for documents,	0157-
11	August 13, 2017	0158
12		
13	E DOA response to OLC request for documents, September 26,	0159-
14	2017	0210
15	F LMCC request for status, November 20, 2017	0211
16		
17	G OLC request to DOA for meeting, November 21, 2017	0212
18	H OLC confirmation of meeting on January 10, 2018 with DOA	0213
19	and LMCC, December 15, 2017	
20		
21	I OLC email to DOA for supporting documents, January 29,	0214
22	2018	
23	J DOA letter to OLC re costs, February 12, 2018	0215-
24		0218
25		
26	K OLC email to DOA requesting clarification, February 26, 2018	0219-
27		0220
28		

1	L	DOA response to OLC, March 12, 2018	0221-
2			0225
3	M	Email between OLC and DOA, May 10, 2018 and June 4, 2018	0226-
4			0227
5			
6	N	OLC letter to DOA, June 12, 2018	0228
7	O	DOA response, June 27, 2018	0229-
8			0232
9			
10	P	OLC closure letter, August 30, 2018	0233-
11			0234
12	Q	LMCC objection to closure, September 19, 2018	0235-
13			0237
14			
15	R	LMCC letter to DOA, December 27, 2016	0238-
16			0278

DATED this 13th day of November 2018.

ADAM PAUL LAXALT
Attorney General

By: /s/ Melissa Flatley
MELISSA FLATLEY
Deputy Attorney General Bar No.12578
100 N. Carson Street,
Carson City, NV 89701

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CERTIFICATION

I, Lleta Brown, an employee of the Office of the Labor Commissioner, hereby certify that the entire record of the administrative proceedings which are the subject of A-18-781866-J in the Eighth Judicial District Court, Clark County, Nevada, consists of the above listed pleadings which are attached hereto.

STATE OF NEVADA
OFFICE OF THE LABOR COMMISSIONER

BY:  _____
Cleta Brown
Chief Compliance Audit Investigator

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the Office of the Attorney General, State of
3 Nevada, and that on this 13th day of November 2018, I caused a copy of the foregoing,
4 **AMENDED ADMINISTRATIVE RECORD**, to be served, by Eighth Judicial District
5 Court CM/ECF filing on the following:

6 CHRISTENSEN JAMES & MARTIN
7 EVAN JAMES, ESQ.
8 7440 W. Sahara Ave.
9 Las Vegas, NV 89117
10 *Attorneys for Petitioner*

11 CLARK COUNTY DISTRICT ATTORNEY
12 TIMOTHY BALDWIN, ESQ.
13 500 S. Grand Central Pkwy.
14 Las Vegas, NV 89106
15 *Attorneys for Respondent Clark County, Department of Aviation*

16 CLARK COUNTY DEPARTMENT OF AVIATION
17 Administration Building 3rd Floor
18 845 East Russell Road
19 Las Vegas, NV 89119

20 /s/ Mackenzie Hodges
21 An employee of the
22 Office of the Attorney General
23
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25
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27
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CHRISTENSEN JAMES & MARTIN

EVAN L. JAMES, ESQ.

Nevada Bar No. 07760

KEVIN A. ARCHIBALD

Nevada Bar No. 13817

7440 W. Sahara Avenue

Las Vegas, Nevada 89117

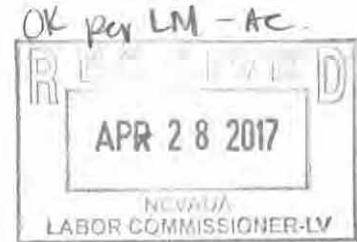
Tel.: (702) 255-1718

Facsimile: (702) 255-0871

Email: kbc@cjmlv.com

Email: elj@cjmlv.com

Attorneys for Complainants



BEFORE THE NEVADA STATE LABOR COMMISSIONER

SOUTHERN NEVADA LABOR
MANAGEMENT COOPERATION
COMMITTEE, by and through its Trustees
Terry Mayfield and John Smirk,;

Complainant,

vs.

COMPLAINT

CLARK COUNTY NEVADA,
DEPARTMENT OF AVIATION, a
political subdivision of the State of Nevada;
JOHN DOES I through XX; and ROE
ENTITIES I through XX, inclusive,

Respondents.

COME NOW the Complainant, the Southern Nevada Labor Management Cooperation Committee ("LMCC"), by and through its Trustees Terry Mayfield and John Smirk, ("Complainant"), by and through their attorneys, Christensen James & Martin, and assert, allege and complain as follows:

1. LMCC is a federal Taft-Hartley trust fund existing under the authority of 29 U.S.C. §§ 175a(a) and 186(c)(6) and pursuant to a collective bargaining agreement (CBA) between the International Union of Painters and Allied Trades District Council No. 15, Local Union No. 1512 ("Union") and employers engaged in the floorcovering industry.

2. LMCC was created and is governed by an Agreement and Declaration of Trust ("Trust Agreement") and is "established for the purpose of improving labor management relationships, job security, organizational effectiveness, enhancing economic development or involving workers in decisions affecting their jobs including improving communication with respect to

1 subjects of mutual interest and concern.” In this regard, LMCC works to ensure that prevailing
2 wage laws are followed.

3 3. Any employer bound to a CBA with the Union is also bound to the terms and conditions
4 of the Trust Agreement.

5 4. Employers who are signatory to a CBA with the Union are contractually required to pay
6 wages and benefits at rates specified in the CBA.

7 5. Wage and benefit rates required by the CBA are competitive with the prevailing wage rate.

8 6. LMCC is an intended third-party beneficiary of the CBA.

9 7. Pursuant to the CBA, fringe benefit contributions are paid to LMCC on a monthly basis at
10 specified rates for each hour worked by employers covered under the CBA.

11 8. In accordance with Nevada Revised Statutes (NRS) § 613.230, LMCC also exists for the
12 purpose of “dealing with employers concerning grievances, labor disputes, wages, rates of pay,
13 hours of employment, or other conditions of employment.”

14 9. Pursuant to NRS § 338.035, LMCC is a third-party beneficiary to any contract for a public
15 work project where prevailing wage rates apply and the obligation to pay a prevailing wage may
16 be discharged by making contributions to a fund, such as LMCC, in the name of the worker.
17 Nevada Administrative Code (NAC) § 338.0097 clarifies that such contributions shall be made
18 in accordance with specified provisions of NRS § 608.

19 10. The LMCC is a “Party” as defined by NRS § 233B.035, a “Person” as defined by NRS §
20 233B.037 and has a right to file a complaint pursuant to NAC § 607.200 and a right be heard
21 pursuant to NRS § 233B.121.

22 11. The issues raised in this Complaint constitute a contested case pursuant to NRS 233B.032,
23 and this Complaint is filed within two years of the claimed occurrences asserted herein.

24 12. LMCC’s principal place of business is located at 1701 Whitney Mesa Dr., Suite 104,
25 Henderson, Nevada 89014.

26 13. Clark County, Department of Aviation (“DOA”) is a political subdivision of the State of
27 Nevada with administrative offices located at 1845 East Russel Road, 3rd Floor, Purchasing, Las
28 Vegas, Nevada 89119.

1 14. In accordance with NRS § 41.031, the State of Nevada waives its immunity from liability
2 and action and of all political subdivisions of the State.

3 15. At all times material herein, DOA was and remained subject to the Labor Commissioner's
4 jurisdiction as decided by the Nevada Supreme in in its Order of Affirmance in *Southern Nevada*
5 *Labor Management Cooperation Committee ex rel. Trustees Mayfield v. City of Boulder City*,
6 Case No. 68060, 2016 WL 2842853 (Nev. 2016).

7 16. Venue for this proceeding is proper before the Labor Commissioner as the facts and
8 circumstances occurred in Clark County, Nevada.

9 17. Jurisdiction is also proper pursuant to NRS § 607.160 and NAC §§ 607.200, 338.107.

10 CONDUCT IN VIOLATION OF NEVADA LABOR LAWS

11 18. DOA published an Invitation to Bid, Bid No. 17-604273 ("Bid") for "Carpet and Base
12 Cove Installation" at the McCarren International Airport ("Project").

13 19. The "Special Conditions" for the Project Bid Documents attached hereto as Exhibit 1 state
14 the following: "Flooring, adhesive, and base cove are OWNER supplied, successful Bidder
15 installed."

16 20. Pursuant to the Bid Documents, DOA separated the Project's material costs from Project's
17 labor costs.

18 21. NRS § 338.080(3) reads in pertinent part as follows: "A unit of the project must not be
19 separated from the total project, even if that unit is to be completed at a later time, in order to
20 lower the cost of the project below \$250,000."

21 22. DOA violated of NRS § 338.080(3) by separating material costs and labor costs.

22 23. The Project consists of the following:

- 23 a. Removal and disposal of 12,000 square yards (which totals 108,000 square feet) of
24 carpet,
 - 25 b. Preparation of 12,000 square yards of sub flooring,
 - 26 c. Installation of 12,000 square yards of carpet, and
 - 27 d. Installation of 5,000 linear feet of base cove. (See Ex. 1, pg. 82.)
- 28

- 1 24. The LMCC requested from DOA the material costs for the Project, but DOA refused to
2 honor the request.
- 3 25. It is estimated that the carpet costs (not including adhesives and sundry application items
4 and tools) for the Project range between \$215,000.00 and \$432,000.00.
- 5 26. A conservative estimate for only the carpet scope of work for the Project is between
6 \$402,960.00 (See Ex. 2, Shaw Industries, Inc. State of Ohio Contract Bid Pricing, pg. 7,
7 \$33.58/sq. yard) and \$688,000.00 (See Ex. 3, Patcraft Bid Pricing 2016 for Paseo Modular, pg.
8 4, \$57.34/sq. yard). These are the types of carpet called for in the Bid. (Compare, Ex. 1, pgs. 26
9 & 73 with Ex. 2, pg. 7 and Ex. 3, pg. 4.) (Noting the Paseo Modular I0360.)
- 10 27. NRS § 332.390(1) requires,
11 If a performance contract entered into pursuant to NRS 332.300 to
12 332.440, inclusive, requires the employment of skilled mechanics,
13 skilled workers, semiskilled mechanics, semiskilled workers or
14 unskilled labor to perform the performance contract, the
performance contract must include a provision relating to the
prevailing wage as required pursuant to NRS 338.020 to 338.090,
inclusive.
- 15 28. DOA is violating Nevada's labor laws by refusing to have the Project bid and performed
16 in accordance with prevailing wage requirements.
- 17 29. Pursuant to NAC § 338.0095, the workers employed on the Project, "must be paid the
18 applicable prevailing rate of wage for the type of work that the worker actually performs on the
19 [Project] and in accordance with the recognized class of the worker..." Under NAC § 338.007,
20 the definition of "recognized class of workers" is "a class of workers recognized by the Labor
21 Commissioner as being a distinct craft or type of work for purposes of establishing prevailing
22 rates of wages."
- 23 30. By ignoring the requirements of NRS §§ 332 and 338 et seq., DOA is violating Nevada's
24 labor laws and acting to thwart competition while deny workers legally required wages for their
25 work on the Project.
- 26 31. DOA has a history of trying to avoid prevailing wage requirements. (See Ex. 4.)
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1 **CERTIFICATE OF SERVICE**

2 On April 28, 2017, I caused a true and correct copy of the foregoing Complaint to be
3 served as follows:

4 ☒ UNITED STATES REGULAR MAIL: By depositing a true and correct copy of the
5 above-referenced document into the United States Mail with prepaid first-class postage,
6 addressed to the parties at their last-known mailing address:

7 Clark County Department of Aviation
8 Administration Building 3rd Floor, Purchasing
9 845 East Russell Road
Las Vegas, NV 89119

Clark County District Attorney's Office
Timothy Baldwin, Esq.
500 S Grand Central Pkwy.
Las Vegas, NV 89106

10 ☒ UNITED STATES CERTIFIED MAIL: By sending a true and correct copy of the
11 above-referenced through the United States Mail as Certified Deliver with a return receipt
12 requested and addressed as follows:

13 Clark County Department of Aviation
14 Administration Building 3rd Floor, Purchasing
845 East Russell Road
Las Vegas, NV 89119

Clark County District Attorney's Office
Timothy Baldwin, Esq.
500 S Grand Central Pkwy.
Las Vegas, NV 89106

15 ☒ PERSONAL SERVICE: By submitting the document to a process server for personal
16 service, Proofs of Service to be filed when available.

17
18 CHRISTENSEN JAMES & MARTIN

19 By: /s/ Natalie Saville
20 Natalie Saville
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EXHIBIT

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McCARRAN INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA
PO Box 11005 Las Vegas NV 89111-1005
(702) 261-5013 FAX (702) 261-3647



CLARK COUNTY DEPARTMENT OF AVIATION
FINANCE PURCHASING & CONTRACTS

INVITATION TO BID
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION

The **BID PACKAGE** is available as follows:

Clark County Department of Aviation
Administration Building
3rd Floor, Purchasing
1845 East Russell Road
Las Vegas, NV 89119
(702) 261-5013

A **PREBID CONFERENCE** will be held at: **10:00 A.M.** on **November 14, 2016** at the:

Clark County Department of Aviation
Administration Building
1st Floor, Conference Room 1A
1845 East Russell Road
Las Vegas, NV 89119
(702) 261-5013

BID OPENING

Bids will be accepted at **Clark County Department of Aviation, Administration Building**, located at 3rd Floor, Purchasing, 1845 East Russell Road, Suite 300, Las Vegas, NV 89119, on or before December 1, 2016, at **2:00:00 p.m. based on the time clock at the Department of Aviation Purchasing front desk.**

Hearing impaired customers may obtain information by calling TT/TDD:
Relay Nevada toll-free (800) 326-6868.

Published:

LVRJ: 11/2/2016 thru 11/8/2016

www.mccarran.com

El Tiempo



Clark County Board of Commissioners
Steve Sisolak, Chairman • Larry Brown, Vice Chairman
Susan Brager • Marilyn Kirkpatrick • Chris Giunchigliani • Mary Beth Scow • Lawrence Weekly



HELPFUL BID INFORMATION

DID YOU KNOW IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY MCCARRAN INTERNATIONAL AIRPORT IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:



BID OPPORTUNITIES

You may access any of Purchasing's bid opportunities via McCarran's website. Please visit www.mccarran.com or telephone (702) 261-5013 for assistance.

In addition, bid opportunities are posted for seven (7) days in the local newspaper.

PRE-BID CONFERENCE ATTENDANCE WE WANT YOU!



You have received this "Invitation to Bid" with the anticipation of doing business with Clark County McCarran International Airport. You are encouraged to attend the pre-bid conference because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

The date and time of the pre-bid conference is provided for on the cover page of the bid document. **SEE YOU THERE!**



INTERESTED IN BUSINESS OPPORTUNITIES?

The McCarran Disadvantaged Business Enterprise Liaison Officer works with Purchasing to expand the economic prospects of all disadvantaged groups in the business community and promote full and open competition in all procurement and purchasing activities. If you would like the opportunity to discuss business opportunities with Clark County McCarran International Airport, you can contact Amy Shaw, DBE Liaison Officer, at telephone number (702) 261-5123. **If you have questions concerning how to prepare a bid, contact the Purchasing Analyst noted in this bid document.**

GENERAL PROVISIONS
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION

1. INTENT OF INVITATION

In accordance with the terms, conditions and specifications provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items or services specified in this bid document.

2. DEFINITIONS

The term "OWNER" or "County" as used throughout these documents will mean County of Clark, Las Vegas, Nevada, as represented by the Clark County Board of Commissioners.

The term "BOCC" as used throughout this document will mean Clark County Board of Commissioners.

The term "Director" as used throughout this document will mean the Clark County Director of Aviation, McCarran International Airport.

The term "Designated Contact" or "County's Designated Representative" as used through this document will mean the Director of Aviation of the Clark County Airport System, or the designee acting on behalf of the County.

3. DESIGNATED CONTACTS

All questions pertaining to this Invitation to Bid shall be submitted in writing, prior to the pre-bid conference, and addressed to, Michael Foran, Senior Purchasing Analyst. You may email questions to michaelfo@mccarran.com or fax to (702) 261-3647. After award, the designated contact will be Ralph LePore, Assistant Director- Terminal Operations, telephone (702) 261-3250 or email ralphlp@mccarran.com.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communications between a Bidder and a member of the BOCC, or between a Bidder and a non-designated OWNER contact, regarding this bid is prohibited from the time the bid is advertised until the time it is posted on an agenda for award of the Contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in their bid being rejected.

5. FEDERAL, STATE, LOCAL LAWS

All Bidders will comply with all Federal, State and Local Laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

6. TAXES

The OWNER is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax-exempt letter is available by calling (702) 261-5013 and requesting the document. The price(s) bid must be net, exclusive of these taxes.

7. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that they will not employ unauthorized aliens in the performance of this Contract.

9. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

10. INDEMNITY

The successful Bidder and subcontractors of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of successful Bidder's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly cause, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of successful Bidder its subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. OWNER shall promptly notify successful Bidder, in writing, of any such claim, demand, or lawsuit. Successful Bidder shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claimer groundless, false or fraudulent.

11. PATENT INDEMNITY

Successful Bidder hereby indemnifies and shall defend and hold harmless OWNER and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by successful Bidder, or out of the processes or actions employed by, or on behalf of successful Bidder in connection with the performance of the Contract. Successful Bidder shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives; provided that OWNER or its representatives shall have notified successful Bidder upon becoming aware of such claims or actions, and provided further that successful Bidder's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

Successful Bidder shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the OWNER's designated contact as specified in this bid document. OWNER is not bound by any oral representations, clarifications, or changes made in the written specifications by OWNER's employees, unless such clarification or change is provided to Bidders in written addendum form.

13. PUBLIC RECORDS

The OWNER is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the OWNER may not be disclosed until the bid is recommended for award of a Contract.

14. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be immediately returned to the Bidder and may not be considered for award.

Bidder agrees to fully indemnify the OWNER if the OWNER is assessed any fine, judgment, and court cost or attorneys fees as a result of a challenge to the designation of information as proprietary.

15. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Division, during normal business hours; to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents an appointment must be made in advance to ensure that full consideration will be provided. Please call the Purchasing Analyst under "Designated Contacts" to schedule your appointment.

16. PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit prices will prevail.

17. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors as provided on **Attachment 1**. If no MBEs, WBEs, PBEs, SBEs or NBEs are being utilized, the Bidder shall explain why. The information provided on **Attachment 1** by the Bidder is for the Owner's information only.

If there are any questions on **Attachment 1**, please contact Amy Shaw, D.B.E. Liaison Officer, at telephone number (702) 261-5123.

18. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for 90 calendar days after the date of bid opening in order to allow the OWNER to evaluate and consider award.

19. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed the bid terms, conditions and specifications.

20. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and "Bid No. 17-604273, Carpet and Base Cove Installation." Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments, unless otherwise specified. No responsibility will be attached to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped later than 2:00:00 p.m. will not be opened. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

The following are detailed delivery/mailling instructions for bids:

U.S. Mail Delivery

Clark County Department of Aviation
McCarran International Airport
Purchasing Department
P.O. Box 11005
Las Vegas, NV 89111-1005

Hand/Express Delivery

Clark County Department of Aviation
Administration Building
3rd Floor, Purchasing
1845 East Russell Road, Suite 300
Las Vegas, NV 89119

Regardless of the method used for delivery, Bidders shall be wholly responsible for the timely delivery of submitted bids. For bid delivery questions, please call (702) 261-5013.

21. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or any informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

22. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a Bid Release Form has been properly filled out and submitted to the Main Reception desk. Withdrawn bids must be resubmitted and time-stamped in accordance with this bid document in order to be accepted.

No bids may be withdrawn for a period of 90 calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers during this period. The Bidder's offer will expire after 90 calendar days unless the Bidder further extends the offer in writing.

If a Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

23. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder unless the OWNER determines that the quality of the services, supplies, materials, equipment or labor offered does not conform to the requirements or the public interest would be served by rejecting that bid. The determination of the lowest responsive and responsible Bidder may be judged on the basis of all or some of the following factors: price; conformance to specifications; past performance; performance or delivery date; quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the Contract; and the best interest of the public. The OWNER has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the Contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, the OWNER may re-award this Contract if the successful Bidder is found to be in breach of the Contract. Rewarding the Contract by the OWNER is not a waiver of any liability of the initial Bidder awarded the Contract.

24. REJECTION OF BID

OWNER reserves the right to reject any and all bids received by reason of this request.

25. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- a. Failure to use the Bid Form furnished by the OWNER.
- b. **Lack of signature by an authorized representative on the Bid Form.**
- c. Failure to properly complete the Bid Form.
- d. Evidence of collusion among Bidders.
- e. Unauthorized alteration of Bid Form.
- f. Failure to complete and submit the Disclosure of Ownership/Principals form.
- g. Failure to acknowledge any Addenda issued on the Bid form.

OWNER reserves the right to waive any minor informality or irregularity.

26. DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any Bidder recommended for award of a Contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. **The Disclosure of Ownership/Principals form shall be submitted to the OWNER within 24 hours after request.** Failure to complete the subject form by the Bidder may be cause for rejection of the bid.

27. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie bid, and OWNER can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the General Conditions. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

28. PROTESTS

- a. Any person who submits a bid/proposal for this procurement action and is allegedly aggrieved in connection with this solicitation or award of this Contract may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated. The protest must be submitted in writing to the Purchasing Analyst, within five (5) working days after OWNER notifies all Bidders of its intent to award. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within five (5) working days of receipt of the decision, a protestor may submit to the Purchasing Administrator or his designee its written notice of intent to appeal the decision to the BOCC. The Purchasing Administrator or his designee will notify the protestor of the date they may appear to present their appeal to the BOCC. The decision of the BOCC will be final. The BOCC need not consider protests unless this procedure is followed.
- b. If this solicitation has been advertised, the person filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in the State of Nevada, or submit other security, defined as a cashiers check, money order or certified check, to the OWNER who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 1. 25% of the total value of the bid submitted by the person filing the notice of protest; or
 2. \$250,000
- c. The notice of protest filed in accordance with the provision of this section operates as a stay of action in relation to the awarding of any Contract until the BOCC makes a determination on the protest.
- d. A person who submits an unsuccessful bid may not seek any type of judicial intervention until the BOCC has made a determination on the protest and awards the Contract.
- e. Neither the BOCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by any person(s) who submits a bid, whether or not the person files the protest pursuant to this section.
- f. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, the OWNER may make a claim against the bond or other security in an amount equal to the expenses incurred by the OWNER because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

29. USE BY OTHER GOVERNMENT ENTITIES

NRS 332.195 states that a governing body or its authorized representative may join or use the Contracts of other local governments located within or outside this state with the authorization of the contracting vendor. The original contracting local government is not liable for the obligations of the local government, which joins or uses this Contract.

The successful Bidder that authorizes other governmental agencies to join or use this Contract will be responsible for notifying agencies of any contract renewals, extension, termination, and price increase/decrease. Successful Bidder will forward a copy of the original contracting government's Contract notification letter issued.

30. ANTI - DISCRIMINATION

The BOCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidizing private discrimination.

The successful Bidder shall not refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

- a. In connection with the performance of work under this Contract, the successful Bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- b. The successful Bidder further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- c. Any violation of such provision by a successful Bidder constitutes a material breach of Contract.
- d. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

The successful Bidder acknowledges that if discrimination has occurred, the OWNER may declare the successful Bidder in breach of Contract, terminate the Contract, and designate the successful Bidder as non-responsible.

31. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the Contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of OWNER and any sureties.

32. TERMINATION FOR CONVENIENCE

The OWNER reserves the right to terminate the Contract in whole or part at any time whenever the OWNER shall determine that such a termination is in the best interest of the OWNER without penalty or recourse upon 30 calendar days written notice of intent to terminate. In the event that the OWNER elects to terminate the Contract, the termination request will be submitted to the BOCC or the Department of Aviation for approval.

33. TERMINATION FOR CAUSE

If the successful Bidder fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this Contract, the OWNER may **immediately** cancel all or part of the Contract upon written notice of intent to cancel without any liability by the OWNER to the successful Bidder. In the event of cancellation for cause, the OWNER may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as the OWNER may deem appropriate, and successful Bidder shall be liable to OWNER for any excess cost or other expenses incurred by the OWNER.

34. SURVIVABILITY

The terms and conditions of the Bid regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

35. AIRPORT SECURITY

a. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

1. Landside: The non-secure portion of the Airport;
2. Airside: The Secured Area/Security Identification Display Area (SIDA); and
3. Sterile Areas: The parts of the terminal buildings that require access through a security check point.
Note: This is a part of the SIDA.

All successful Bidder's personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

b. Federal Regulations

1. 49 Code of Federal Regulation (CFR), Part 1542, governing US Commercial Airports' Security Program requires that security of the Secured Area/SIDA at McCarran International Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or violations or actual security breaches and violations by authorized and unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. OWNER will be reimbursed by successful Bidder for any fines levied for breaches or violations of security due to successful Bidder's activities or those of any tier subcontractor. When working at Airport, regardless of location, successful Bidder's personnel must visibly display at waist level or above on their outermost garment the appropriate McCarran International Airport security identification badge at all times.
2. Successful Bidder agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations and Rules by successful Bidder and its employees or any of successful Bidder's subcontractors, vendors, suppliers and agents and their employees.
3. Successful Bidder acknowledges that McCarran International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions, or poses a safety or security risk to the airport, which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

c. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the McCarran Sterile Areas and Landside/Public Areas. Successful Bidder will be allowed access to only those areas necessary to complete the work.

d. Airport Secured Area/SIDA

If a Maroon or Green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, successful Bidder may be subject to a fine as detailed in Section 35.b., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation, from the Airport by OWNER.

e. Landside/Public Work Areas

Successful Bidder's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas without escort. If a Tan badge holder enters an Airport Secured Area/SIDA, successful Bidder may be subject to a fine as detailed in Section 35.b., and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

36. SECURITY PROCEDURES AND BADGING

- a. Successful Bidder may apply for either a Green, Maroon, Salmon or Tan badge for its personnel as applicable. The security identification badge shall be specific to the awarded Contract, for which its personnel are assigned. All security badges are obtainable after receipt of Notice of Award and personnel's successful completion of US Customs & Border Protection (CBP) Access Seal background check (if applicable), TSA required criminal history records check and security threat assessment and successful completion of the Airport Security Training Class.
- b. Airport Badging Office hours are between 6:00am – 4:45pm, Monday through Friday, excluding special events and holidays. The Airport Badging Office telephone number is (702) 261-5652. The Airport Fingerprint Office hours are between 6:00am – 4:45pm, Monday through Friday, excluding special events and holidays.
- c. Successful Bidder's personnel requiring a Green, Maroon, Salmon or Tan badge shall undergo a CBP access seal background check (if applicable) of which it may take up to five (5) business days for CBP to provide results. Once CBP check is complete (if applicable), personnel must be fingerprinted, as required by 49 Code of Federal Regulation (CFR), Part 1542. It may take up to 14 calendar days to receive the results of this Criminal History Records Check. Further, as required by Part 1542, individuals must submit necessary documentation and data for TSA to conduct a security threat assessment. Security Threat Assessment results may also take up to 14 calendar days to be received. Once Airport has received all results, the employee must attend the Airport Security Training Class. All badges expire on an annual basis. If the term of the Contract is longer than 12 months, then successful Bidder is required to re-badge all employees assigned to the Contract. Successful Bidder employees may renew badges beginning 30 days prior to date of expiration. Please note expiration date is date of employee's birthday.

- d. A Maroon or Green badge provides access to the Airport Secured Area/SIDA, as stipulated by OWNER and is required when successful Bidder has to provide pedestrian escort to Airport Secured Area/SIDA or has to guard a door or gate that allows access to Airport Secured Area/SIDA. Personnel with a Maroon or Green badge may act as escort for persons (visual control) at worksite only and are not authorized to escort vehicles.
- e. A Tan badge is authorized by and signed for by OWNER. This badge is required for all other personnel who do not have a Maroon or Green badge. A Tan badge provides access to Landside/Public/Sterile Areas as stipulated by OWNER. Tan badge holders may not be escorted into the Airport Secured Area/SIDA, nor do Tan badge holders have authority to escort and must be screened through the TSA passenger security screening checkpoints prior to entering Airport Sterile Areas.
- f. Successful Bidder will provide OWNER with information on the specific doors/points of entry through which access is required. OWNER will relay access requests to the Airport Badging Office for card readers (Maroon or Green badged personnel only) and to the Facilities Division for keyed doors. Access will be removed after Contract completion.
- g. Any toolbox, and tools contained within, for work/project duties only, may be brought into the Airport Sterile and Secured Area/SIDA, however, it is subject to search by the Airport and the TSA and must be controlled/secured. Toolboxes may not be taken through the TSA passenger security screening checkpoints.
- h. "Airport personnel" includes any and all personnel of the Airport, operator, concessionaires, vendors, contractors, and subcontractors. All of these personnel using tools of the trade (knives and any cutting instrument/tool of any kind) within the Sterile and Secured Area/SIDA must have an Airport Issued Security Identification badge. Non-badged personnel may use necessary tools of the trade in sterile areas under visual supervision and escort of a properly badged person. Tan badged are prohibited from escorted non-badged personnel. Tools not under direct visual supervision must be secured from public access.

37. APPLICATION/DOCUMENTATION

- a. Successful Bidder through the OWNER's representative must obtain a fingerprint and badging application package from the Airport Badging Office. Upon completion, successful Bidder shall submit the application package to the Airport Badging Office. **NOTE:** If applicable, successful Bidder must first obtain applications for CBP Access Seal and complete necessary process and background checks for all of its personnel prior to requesting Airport Security Identification Badge.
- b. Applications for picture badges must be processed through the Las Vegas Metropolitan Police Department (METRO). Two (2) forms of personal identification are required prior to submitting the application to the Airport Badging Office, one (1) of which must be a government-issued picture I.D.
- c. OWNER will provide the Airport Badging Office with confirmation of the Notice of Award for each Contract, including any renewals and/or extension dates and notice of Contract completion.

38. BADGING AND FINGERPRINTING COST

a. DOA-Contract:

NO FEES APPLY, with the exception of a lost / stolen badge:

1st Badge -	\$50.00
2nd Badge -	\$100.00
3rd Badge -	\$200.00
4th Badge -	No Badge issued (Individual may request an appeal)

Note: The Airport will not issue refunds for a lost or stolen badge.

b. Construction Contractor hired by the DOA:

Applicable Fees are as follows:

Fingerprinting -	\$42.00
Initial Badge -	\$10.00
Badge Renewal -	\$10.00
Lost / Stolen Badges -	Same as above DOA-Contract
No show for scheduled Security Training Class-	\$30.00

39. LOST OR STOLEN BADGES

- a. Successful Bidder shall immediately file a report of lost or missing badges with the Airport Control Center at (702) 261-5125. If a lost identification badge is recovered, it must immediately be returned to the Airport Badging Office.
- b. Successful Bidder shall immediately notify the Airport Badging Office of any employee or subcontractor of successful Bidder working on the Contract that is terminated or is released from work and return badge.

40. VEHICLE ESCORTS

- a. All vehicles without decals must be escorted.
- b. No private vehicles, (registered to an individual) are authorized on the airfield.
- c. All successful Bidder's subcontractors and vendor vehicles that are to be escorted will be required to provide a copy of vehicle registration (company) and insurance at the designated point of entry into the Airport Secured Area/SIDA. Said escorted vehicles are also required to display their company logo on both sides of each vehicle which must be visible from a reasonable distance with lettering a minimum of 3" high. Logos will be checked at the designated point of entry into the Airport Secured Area/SIDA.
- d. All vehicles and personnel are subject to search and inspections.
- e. Successful Bidder shall submit a request for escorts no later than 1:00pm on the day prior to the requirement.

41. SUCCESSFUL BIDDER'S RESPONSIBILITY

Successful Bidder shall be responsible for all personnel engaged in the work to ensure that said personnel comply with all security requirements imposed by OWNER. It shall be successful Bidder's responsibility to ensure that all equipment and workmen do not enter Airport Secured Area/SIDA except as required during the progress of the work. Successful Bidder shall follow the directions given by OWNER concerning the security policies, procedures, rules, regulations, and methods of access and any other restrictions applicable to work within Airport Secured Area/SIDA. Successful Bidder's operations, vehicles and personnel shall be prevented from encroaching into aircraft operational areas by means of barricades, or as directed by OWNER.

**GENERAL CONDITIONS
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

1. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder contingent upon the submission of all requested documents after award within the timelines specified, unless the OWNER approves an extension. Bidder must bid on all items to be considered a responsive bidder.

2. NOTICE OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. The Contract document shall include this Bid Document, any associated Addenda, and the Bid Form as signed by the successful Bidder and any associated attachments required.

3. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions that the Bidders may have.

4. INITIAL TERM

The initial term of this Contract shall be from date of award through June 30, 2017 with the option to increase current Contract quantities by 20% based on operational needs.

5. CONTRACT RENEWAL

OWNER reserves the option to renew this Contract for an additional four (4), one-year period(s). At the expiration of the initial term, or if any renewal options are exercised, at the expiration of the last renewal option exercised, OWNER shall have the right to extend this Contract as indicated below.

6. CONTRACT EXTENSION

OWNER reserves the option to temporarily extend this Contract for up to 180 calendar days from the expiration of the initial term, or if any renewal options are exercised, from the expiration of the last renewal option exercised, for any reason. Contract pricing in effect at the time of extension shall apply to the Contract extension term.

7. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that they have read and understand the bidding documents and that the bid is made in accordance therewith, and that it has visited the site and familiarized itself with the local conditions, laws, and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

8. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

9. ADDITIONAL BID SUBMITTALS

Any agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection by the BOCC.

10. INSURANCE

The successful Bidder shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of the Contract.

The successful Bidder shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless Bidder is a Sole Proprietor and shall be required to submit an affidavit (**Attachment 3**) indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

The successful Bidder shall obtain and maintain the insurance coverage required in **Attachment 2**, incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in said **Attachment 2**, and shall include costs of such insurance coverage in their bid price(s).

11. ENVIRONMENTAL AND CLEAN-UP LIABILITY INSURANCE

The successful Bidder shall be required to carry Environmental and Clean-up Liability insurance in the amount of **\$1,000,000 aggregate** for the full duration of this Contract.

12. FISCAL FUNDING OUT

OWNER reasonably believes that funds can be obtained to make all payments during the term of this Contract. If OWNER does not allocate funds to continue the purchase of the product or service, this Contract shall be terminated when appropriated funds expire.

13. DELIVERY REQUIREMENTS

- a. Location and Hours: Deliveries, if required, shall be made to the McCarran International Airport Warehouse, 5875 Spencer Street, Las Vegas, Nevada 89119, Monday through Friday (excluding Clark County holidays), between the hours of 6:00 a.m. - 4:00 p.m.
- b. Maximum Completion Time: Maximum completion time is 45 calendar days after notice to proceed. Failure to offer a completion time within the maximum number of days specified may be considered a substantial deviation and may be cause for rejection. Time is of the essence and failure to meet the completion time specified shall constitute a breach of Contract.
- c. Material Safety Data Sheets (MSDS): Successful Bidder shall be responsible for submitting the MSDS with each shipment of the product.
- d. Force Majeure: The successful Bidder shall be excused from performance hereunder during the time and to the extent that he is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Successful Bidder shall provide OWNER satisfactory evidence that non-performance is due to other than fault or negligence on his part.
- e. F.O.B. Destination - Freight Pre-Paid: The successful Bidder shall pay all freight charges. The successful Bidder shall file all claims and bears all responsibility for the goods from the point of origin to the OWNER's destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery as well as any necessary unloading.
- f. Installation: The successful Bidder will be responsible for all installation, including the removal of all residual packing or shipping materials. If requested, an authorized factory representative for the successful Bidder shall be present during installation, at no charge to the OWNER.
- g. Engineering Services: Should the product fail to operate properly upon start-up, the successful Bidder shall provide the services of a field engineer, as needed. This service shall be furnished at no additional cost to the OWNER.

- h. Failure to Deliver: In the event that the successful Bidder fails to deliver the product in accordance with the terms and conditions of the Contract, the OWNER shall have the option to either terminate the Contract or temporarily procure the product from another supplier. If the product is procured from another supplier, the successful Bidder shall pay to the OWNER any difference between the bid price and the price paid to the other supplier.
- i. Liquidated Damages - Completion of Contract: In case of failure on the part of the successful Bidder to deliver the product within the time specified, or within such additional time as may be granted by the formal action of the OWNER, the successful Bidder shall pay to the OWNER, as liquidated damages, \$2,000.00 per calendar day. This sum shall be considered as reimbursement, in part, to the OWNER for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from the successful Bidder or billed to the successful Bidder directly. This shall not preclude the recovery of any other damages that can be reasonably estimated.
- j. Service and Inspection Instructions: Prior to delivery, the product(s) shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the manufacturer's standard pre-delivery service check list shall be completed for the product(s), signed by a representative of the organization performing the inspection/service and delivered with the product(s).

The product(s) will be inspected at time of delivery, by an authorized representative of the OWNER, for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. In the event deficiencies are detected, the product(s) will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made, the product(s) re-inspected and accepted. If the product(s) is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product(s), make the necessary corrections and redeliver the product(s) for re-inspection and acceptance.

No later than one (1) working day following the notification of intent to deliver, the successful Bidder must provide the OWNER's authorized representative a complete typed or printed list indicating the Dealer's Stock Number, product's Identification Number and applicable Purchase Order number.

14. CONSUMPTION ESTIMATES

The quantities appearing on the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantity of products or services furnished in accordance with the bid; and it is understood that the scheduled quantity of products or services to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

15. PURCHASE ORDERS

The Department of Aviation Finance Purchasing and Contracts will create purchase order(s), which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

16. INVOICING

Invoices are to be sent to McCarran International Airport, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004, or via email to accountspayable@mccarran.com. Invoices are to be sent within 90 calendar days of completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable Department of Aviation's authorized representative.

All invoices should include the following information:

- a. Company Name
- b. Complete Address (including street, city, state, and zip code)
- c. Telephone Number
- d. Contact Person
- e. Itemized description of products delivered (including quantities) or services rendered (including dates)
- f. Clark County McCarran International Airport Purchase Order Number
- g. Company's Tax Identification Number
- h. Bid Number
- i. Itemized pricing and total amount due (excluding sales and Use Tax)
- j. Percentage Discounts / Payment Terms (if offered)
- k. Company's Invoice Number declare

The successful Bidder is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, the OWNER may declare the successful Bidder in breach of the Contract, terminate the Contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

17. INVOICE AUDITS

The successful Bidder shall provide the OWNER, within 14 calendar days of the OWNER's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the successful Bidder's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by the OWNER's using department(s) and Internal Audit Department. Discrepancies found in the report will require the successful Bidder to update the report no later than seven (7) calendar days after notification by the OWNER. In the event that the successful Bidder undercharged the OWNER, the OWNER shall reimburse the successful Bidder within 14 calendar days. In the event that the successful Bidder overcharged the OWNER, the successful Bidder shall reimburse the OWNER within 14 calendar days. If overcharges are found, the OWNER may declare the successful Bidder in breach of the Contract, terminate the Contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

18. PARTIAL PAYMENTS

Partial payments are not allowed

19. WARRANTY

The successful Bidder shall guarantee all workmanship they have furnished for a period of one (1) year after the final acceptance of the services provided. If during the guarantee period, any defect or faulty services are found, it shall immediately, upon notification by the OWNER, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship within five (5) calendar days after notification.

20. ESCALATION

The pricing on this bid is based on a cost per square yard for carpet installation and associated other services, and a cost per linear foot for base cove installation. The 'cost per' rate bid must remain in effect for a period of one (1) year from the date of award. If, at the end of the one (1) year period, the successful Bidder elects to submit a written request to change the rate, it may be adjusted by adding or deducting any percentage increase or decrease in employment cost based on the following index: United States Department of Labor, Bureau of Labor Statistics, Employment Cost Index, Table 3, Index for Total Compensation for Private Industry Workers by Industrial and Occupational Group, Industry and Occupational Group: Service Workers. The OWNER shall be given 30 calendar days advanced notification. The successful Bidder shall submit the appropriate documentation including the indices to evaluate and confirm the labor rate change. Only one (1) written escalation request will be allowed annually, including during any renewal options the OWNER chooses to exercise.

21. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, processes and/or products are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to OWNER must be provided by the successful Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

22. SUBSTITUTIONS

Specifications are intended to show the kind and qualities required and are not intended to be restrictive. **Additional bids that are equal to, or exceed, the requirements stated in this document are invited.** Bidders desiring to submit proposals for items other than those specified shall observe the following procedure:

- a. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.
- b. Proof, satisfactory to OWNER, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
- c. Equivalent items may be subject to performance testing.

23. NO SUBSTITUTE

"No Substitute" means there is only one brand name product that is acceptable to perform the function required by the using department.

24. ALTERATIONS TO CONTRACT REQUIREMENTS

The successful Bidder is not authorized to extend the functions, modify or alter the Contract without authorization from the OWNER. Special requests by departments, not covered by this Contract, must be handled as a separate Contract approved by the department and appropriate parties. Successful Bidder should obtain written authorization or a separate Purchase Order to cover items not included in this Contract.

25. CLEAN UP

Successful Bidder shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, successful Bidder shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, successful Bidder shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and successful Bidder shall leave the premises and work site in a neat, clean and safe condition. In the event of successful Bidder's failure to comply with the foregoing, OWNER may accomplish the same at the successful Bidder's expense.

26. DISPUTES

Any Disputes relating to this Contract after award shall be resolved through good faith efforts upon the part of the successful Bidder and OWNER. At all times, successful Bidder shall carry on the work and maintain his progress schedule in accordance with the requirements of the Contract and the determination of the OWNER, pending resolution of any dispute.

All work performed shall be properly reviewed by successful Bidder at its expense, and shall at all times be subject to quality surveillance by OWNER, or its authorized representatives who shall be afforded full and free access for such quality surveillance. Successful Bidder shall provide assistance and cooperation including stoppage of work to perform such examination as may be necessary to assure full compliance with requirements of this Contract.

Neither the failure to make such quality surveillance nor to discover defective workmanship shall relieve the successful Bidder of its rights or obligations under this Contract nor prejudice the rights of OWNER thereafter to reject or require the correction of defective work in accordance with the provisions of this Contract.

27. LAWS AND REGULATIONS – PERMITS

- a. Successful Bidder and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations, in effect at the time work under this Contract is performed, and successful Bidder agrees to indemnify and save harmless OWNER from and against any and all claims or expenses caused or occasioned directly or indirectly by its failure to so comply. Successful Bidder shall comply and shall cause its employees to comply with all personnel rules, airport rules and regulations, safety regulations and other instructions of OWNER, for work performed at the job site, and shall conduct its services in such a manner as to avoid endangering the safety or unlawfully interfering with the convenience of the public.
- b. Except as otherwise specified, successful Bidder shall procure and pay for all permits and inspections and shall furnish any bonds, security or deposits required to permit performance of its work hereunder.

28. RESPONSIBILITY FOR WORK SECURITY

- a. Successful Bidder shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. Successful Bidder shall promptly take all reasonable precautions, which are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, the OWNER's property, and the work site. Successful Bidder shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

- b. Successful Bidder shall comply with all applicable laws and regulations. Successful Bidder shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve successful Bidder of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner successful Bidder's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- c. Successful Bidder shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

29. SAFETY, SANITARY, AND MEDICAL REQUIREMENTS

- a. Successful Bidder shall at all times conduct all operations under the Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. Successful Bidder shall promptly take all precautions that are necessary and adequate against any conditions, which involve a risk of bodily harm to persons or a risk of damage to any property. Successful Bidder shall continuously inspect all work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- b. Successful Bidder shall promptly and fully comply with and carry out safety, sanitary and medical requirements as prescribed by Federal, State or local laws or regulations, and the successful Bidder shall take such other measures as may be necessary or required to assure that the safety and health of its employees and Subcontractors and OWNER, its representatives and the general public will be safeguarded.
- c. Before starting work, successful Bidder shall have a written Safety Program for the OWNER's review and approval. Approval shall not relieve successful Bidder of its responsibility for safety nor shall such approval be construed as limiting in any manner successful Bidder's obligation to undertake any action that may be necessary or required to establish and maintain safe working conditions at the site. Successful Bidder shall promptly comply with any requirement from OWNER in connection with safety.
- d. Successful Bidder shall maintain all portions of work in a neat, clean and sanitary condition at all times. Successful Bidder shall assure that Subcontractors of all tiers will, without expense to OWNER, comply with the foregoing.
- e. All costs in connection with meeting the requirements of this section shall be borne by successful Bidder.

30. STANDARDS AND CODES

Wherever reference is made in this Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply unless otherwise expressly stated

31. STATE OF NEVADA LEGAL HOLIDAYS

All bidders are advised that there are 11 legal holidays, except when December 31st falls on Friday, and then there are 12 per year.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Friday After Thanksgiving (Family Day)
- Christmas Day

32. TERMS & CONDITIONS

Successful Bidder agrees to accept all terms and conditions as described within this bid package. Successful Bidder also recognizes that any agreements or documentation that must be signed by OWNER, will only be for the purposes of the successful Bidder's internal initiating process.

OWNER will not be liable for successful Bidder's agreement or document content. OWNER's terms and conditions shall prevail over all conflicts with the successful Bidder's terms and conditions.

33. TERMS OF PAYMENT

Terms of payment as listed on the Bid Form, shall be defined as the amount of discount offered by the Bidder to the OWNER if payment is made within a specified time frame.

Examples:

Terms of Payment 2 Percent 30 Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within 30 calendar days of receipt of invoice or delivery of an acceptable product, whichever is later.

Terms of Payment 0 Percent 30 Days.

No payment discount is offered and payment is due within 30 days of receipt of invoice or delivery of acceptable material or services, whichever is later.

No prompt payment discount will be considered by the OWNER in the bid evaluation process unless the discount period offered by the Bidder is 30 calendar days or more.

**SPECIAL CONDITIONS
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

PART 1 -GENERAL

- 1.01 ORDERS
OWNER will utilize and order services only on an as needed basis.
- 1.02 INSTALLATION GUIDELINES
Manufacturer's installation guidelines will be strictly followed as per attachment. Ensure your crews have the tools and experience to provide clean and acceptable sub-floors (e.g. all old adhesives to be removed with "Scrape Away" or similar tool).
- 1.03 MATERIALS
Flooring, adhesives, and base cove are OWNER supplied, successful Bidder installed.
- 1.04 ESTIMATED QUANTITIES
These quantities may be adjusted up or down at any time during the life of this Contract.
- 1.05 INSTALLATION WARRANTY
All bidders shall furnish and submit with their bid proposal, copies of any applicable warranties.
- 1.06 AUTHORIZED INSTALLER
Bidder must be a certified installer for all flooring types noted in Technical Specifications #14: Tandus – Centevia; Milliken; and Patcraft (Shaw).
- 1.07 SITE INSPECTION
Prior to the start of any project associated with this bid, successful Bidder's representative shall accompany OWNER's representative for a site inspection.
- 1.08 QUALIFIED EMPLOYEES
Each employee of the awarded Bidder shall be legally authorized to work in the United States of America, and able to satisfy the documentation requirements for OWNER badging purposes. The on-site supervisor and employees assigned to this job are required to be fully conversant in English.
- 1.09 REFERENCES
Bidders are required to submit a list of references which can be verified by the OWNER within 24 hours of OWNER's request. Bidder grants OWNER the right to inquire about Bidder's quality, timeliness, reliability and any other questions that may arise regarding Bidder's past performance on behalf of the Reference's use of Bidder's services. Bidder shall supply not less than five (5) corporate and/or municipal accounts which have a history of at least one (1) year duration at each account. The references will be considered in determining Bidder's status as a responsible Bidder and references will be in the Clark County, Nevada area or other states.
- 1.10 CHANGES TO SCHEDULE OF SERVICE
The OWNER reserves the right to vary the established service schedule from time to time according to the needs of McCarran International Airport without affecting the Bid pricing.
- 1.11 ACCESS TO PREMISES
Access to the premises after award will be arranged between the successful Bidder and the designee at McCarran International Airport. Names of contact persons will be furnished after the award of the Contract is made. You will be required to Furnish the McCarran International Airport designee with the names of the supervisor(s) and employees to be assigned, along with any other information that may be required or requested.

1.12 CHANGE IN JOB SPECIFICATIONS

The OWNER reserves the right to make any desired changes in the job specifications after the same shall be agreed upon in advance between the OWNER and the contracting company and such changes when furnished in writing will be a supplement to the original Contract (prior approval by OWNER required).

If additional services are added to the Contract, these sites shall be invoiced in accordance with the "Additional Services" pricing quoted on the Bid Proposal and shall be firm through the remainder of the then-current Contract year or until the additional service is no longer required (prior approval by OWNER required).

1.13 REMOVAL OF EMPLOYEE

OWNER reserves the right to request removal of any Bidder's employee should such action be considered necessary to the best interests of the OWNER.

1.14 INSPECTION OF SERVICES AND MATERIALS

All services performed, materials, supplies and equipment used to perform the required services shall be subject to inspection and approval by OWNER.

1.15 CONTRACT EFFORT REQUIRED

Productive man-hour requirements for the performance of all services specified herein is the sole responsibility of the Bidder. It is of the utmost importance that the Bidder utilizes skilled and productive manpower in order to satisfactorily furnish the required level of services specified in this Contract. Failure on the part of the Bidder to utilize skilled and productive manpower may produce unsatisfactory results which may cause the OWNER to make deductions from the Bidder's monthly invoices for unsatisfactory work or work not accomplished and if not accepted, grounds for termination of Contract.

1.16 SERVICES REQUIRED

- a. The awarded Bidder shall provide the services outlined and at the frequencies specified in accordance with the schedule for McCarran International Airport. OWNER may change frequencies/scheduling and review times 30 days in advance.
- b. Areas to be serviced will be described in the Installation Schedule. The figures contained are approximate and are estimates only.

1.17 SUPERVISION

- a. General: The Bidder shall arrange supervision of the Contract work. The Bidder or one of its supervisors shall be available at all times when the Contract work is in progress.
- b. On-site Supervisors for installation: The Bidder shall provide in writing to the OWNER at time of Bid opening the names and telephone numbers of on-site supervisors. The term "on-site supervisor" and "alternate on-site supervisor" means a person, designated in writing by the Bidder, who has authority to act for the Bidder on a day-to-day basis at the work site and to accept and sign for notices of deductions, inspection reports and all other correspondence on behalf of the Bidder.

1.18 SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES FOR INSTALLATION

- a. Furnished by OWNER
 1. Electrical power at existing outlets for the Bidder to operate equipment which is necessary in the conduct of its work.

b. Furnished by the Bidder

1. The Bidder shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and ensure that every employee is in uniform no later than ten (10) working days from the date an employee first enters on duty. Employees shall wear uniforms consisting of shirts and trousers, coveralls, or smocks for men and dresses, skirts and blouses, slacks or smocks, as appropriate, for women. The uniform shall have the Vendor's name easily identifiable and affixed thereon in a permanent or semi-permanent manner such as badge or monogram. Any color or color combination, as appropriate, may be used for the uniforms. Employees shall be required to dress neatly, commensurate with the tasks being performed. Employees are required to wear airport issued badges in addition to name badges.

1.19 STANDARDS OF CONDUCT

The Bidder shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Bidder is also responsible for ensuring that its employees do not disturb OWNER's property.

1.20 BIDDER'S REPRESENTATIVE

The Bidder shall designate a representative to whom all notices issued by the OWNER may be delivered, faxed, or mailed, including notices required by the Contract for proposed deductions and final decisions regarding non-performance of work.

1.21 RECORDING PRESENCE

Bidder's employee(s) must sign in when reporting for duty and sign out when leaving at the end of the work day. A form (Record of Time of Arrival and Departure from McCarran International Airport) designated for use by Bidder's personnel only, shall be used for this purpose at all times.

1.22 OTHER CONTRACTORS

The OWNER may undertake or award other Contracts for additional work and the Vendor shall fully cooperate with such other Vendors and OWNER employees, and carefully fit its own work to such additional work as may be directed by the Project Representative. The Bidder shall not commit or permit any act which will interfere with the performance of work by another Vendor, or by OWNER's employees.

1.23 SERVICE CALLS AND RESPONSE TIMES

The successful Bidder shall have a supervisor/manager available to receive calls from the OWNER between the hours of 7:00 A.M. through 5:00 P.M., Monday through Friday. Upon receipt of a service call, the Vendor's qualified supervisor must respond to the service call within **one (1) hour** of the initial call for service; acceptable responses shall either be a return telephone call or arrival at the job site. All deficiencies shall be excepted or reasonable within 24 hours.

1.24 MAINTENANCE SCHEDULE

Custom carpet installation schedule will be defined at a later date and shall be on an as needed basis.

1.25 INSPECTION OF SERVICES

- a. This section details the role of the OWNER's personnel and responsibilities for Contract administration:

1. **CONTRACT INSPECTORS:** Contract Inspectors are responsible for periodic inspection and monitoring of the work. The responsibilities include: Inspecting the work to ensure compliance with the Contract requirements; documenting through written inspection reports the results of all inspections conducted; re-inspection to assure that all defects or omissions are corrected.

b. Inspection of Services

1. DEFINITION- "Services", as used in this clause, include services performed, workmanship and material furnished or utilized in the performance of services.
2. The Bidder shall provide and maintain an inspection system acceptable to the OWNER covering the services under this Contract. Complete records of all inspection work performed by the Bidder shall be maintained and made available to the OWNER throughout the term of the Contract.
3. The OWNER has the right to inspect and test all services called for by the Contract, at all times and places during the term of the Contract. The OWNER shall perform inspections and tests in a manner that will not unduly delay the work.
4. If any of the services do not conform to Contract requirements, the successful Bidder will perform the services again in conformity with Contract requirements, at no additional cost to the OWNER.
5. If the successful Bidder fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the OWNER may: (1) by Contract or otherwise, perform the services and charge to the successful Bidder any cost incurred by the OWNER that is directly related to the performance of such service; or (2) terminate the Contract.
6. The OWNER will invite the successful Bidder to attend walk-through inspections during the term of this Contract, at a frequency determined by the OWNER. The successful Bidder will be required to attend these inspections. The Contractor's representative must be in a management position or above. Upon completion of inspection, the successful Bidder will be required to sign the inspection form acknowledging that an inspection was performed.

1.26 BIDDER QUALIFICATIONS

As a basis for qualifications, Bidders shall provide as part of their bid package (or within 24 hours of OWNER's request) the following items for evaluation:

- a. A statement of experience in carpet installation projects of similar scope and size.
- b. A list of five (5) references. Include a contact name, address, telephone number and dates of service for similar installations in the past five (5) years in the Clark County, Nevada area or other states.
- c. Bidder to supply OWNER with proof that its employees are certified installers for the specified floor coverings noted.
- d. The successful Bidder shall have and maintain a local carpet service company in the Clark County, Nevada area.

**TECHNICAL SPECIFICATIONS
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

Name of Firm

BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING CONFORMANCE OR ANY VARIANCES IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.

<u>SPECIFICATION NO. 1</u>	<u>CONFORMANCE</u>
Bidder complies with all Installation Technical Specifications and Special Conditions.	

**INSTALLATION TECHNICAL SPECIFICATIONS
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

1. BASIC REQUIREMENTS

- a. Bidder must be a Clark County, Nevada based company with a license to do business in the State of Nevada and Clark County.

2. BIDDER POLICY

- a. Bidder must have a pre-employment drug testing policy. OWNER may seek proof of such a policy and appropriate test results.

3. ON-SITE SUPERVISOR

- a. Will be required to pass a ten (10)-year criminal history records check per Federal regulations to receive unescorted access on the airport's secure side.
- b. Same individual assigned to work at the airport regularly.
- c. 24/7 response (no answering service, live supervisor response).
- d. Bidder site supervisor will adhere to and enforce all airport security regulations.
- e. Must adhere to uniform and appearance policy defined in this specification.

4. EMPLOYEES

- a. Bidder to supply OWNER proof that its employees are certified C & A installers upon OWNER's request.
- b. Bidder employees must adhere to appearance policy defined in this specification.
- c. Bidder employees requiring unescorted access on the secure side must successfully pass a ten (10)-year criminal history records check per Federal regulations.
- d. Bidder employees not requiring unescorted access are required to attend a badge training class.
- e. Bidder employees will adhere to and enforce all airport security regulations.
- f. All airport issued badges must be worn while Bidder employees are working on airport premises and visible at all times.

5. VEHICLE/EQUIPMENT

- a. Bidder will supply OWNER designee, upon request, vehicle and equipment maintenance logs, preventative maintenance schedules and replacement schedules.
- b. OWNER personnel will inspect vehicles and equipment.
- c. Non-logo vehicles will not be permitted.
- d. Bidder equipment must be marked as property of the Bidder.
- e. Picture badged employees, who have been subjected to a background check, may use the necessary tools of the trade in secure areas provided that these tools remain under direct control.
- f. Tools not under direct supervision must be secured from public access.

6. SAFETY

- a. Material Safety Data Sheets (MSDS) for all chemicals used on airport premises and Bidder's Safety Plan must be submitted to the OWNER designee.

7. PERFORMANCE MEASUREMENT

- a. OWNER reserves the right to change the carpet installation frequency, as it deems necessary.
- b. OWNER through inspections will measure Bidder performance.
- c. OWNER will provide a reasonable time (within 24 hours) opportunity for the successful Bidder to correct performance deficiencies.

8. CALL BACK SERVICE

This Contract is to include emergency minor adjustment call back service during regular working hours and also during any overtime hour at no additional cost to the OWNER.

9. GENERAL

a. Meetings:

1. Pre-installation meeting is required.
2. Progress meetings are required to review progress and upcoming work schedules.

b. Extra Materials

1. Execution Requirements: Spare parts and maintenance products.
2. Remaining carpet shall be returned to OWNER.

c. Work Schedule Requirements/Length of Project:

1. Length of projects will be determined on a case by case basis before a Notice to Proceed is given.
2. Work days/hours: Monday through Friday, Hours of operation will be determined on a project by project basis, but work will be done during non-peak passenger movement hours.

10. EXECUTION

EXAMINATION / PREPARATION

- a. Prepare sub-floor to comply with criteria established in Manufacturer's installation instructions. Use only preparation materials that are acceptable to the Manufacturer.
 1. Remove all deleterious substances from substrate(s) that would interfere with or be harmful to the installation (i.e. floor wax).
 2. Remove sub-floor ridges and bumps. Fill cracks, joints, holes, and other defects.
- b. Verify that sub-floor is smooth and flat within specified tolerances and ready to receive carpet.
- c. Verify that substrate surface is dust-free and free of substances that would impair bonding of product to the floor.
- d. Verify that concrete surfaces are ready for installation by conducting moisture and pH testing. Results must be within limits recommended by Manufacturer.
- e. There will be no exceptions to the provisions stated in the Manufacturer's installation instructions.
- f. If sub-floor preparation for certain areas requires additional services not described herein, due to unforeseen extenuating circumstances and/or the levelness of the flooring surface exceeding more than 1/8" per 10 ft. radius and/or filling cracks or holes exceeding 1/8" in depth or width; then a fee will be mutually agreed upon by the OWNER and the successful Bidder for the additional floor preparation services to be provided.

10.01 Removal of existing carpet tile.

- a. Remove existing carpet tile as required.
- b. Package and recycle carpet tile as outlined in the manufacturer's Recycling instructions.

10.02 Installation of Carpet

- a. Install carpet, accessories and adhesive in accordance with manufacturer's instructions or CRI 104, 2011 Standard.
- b. Integrate and blend carpet to ensure minimal variation in color match.
- c. Cut carpet clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- d. Install carpet in pattern as identified by OWNER.
- e. Pattern identified on carpet. Run pattern lines parallel with Jetway walls.
- f. Bind cut edges where not concealed by edge strips and fully adhere.

11. FIELD QUALITY CONTROL

Arrange for OWNER's carpet shop to provide field service specialist at commencement of installation to instruct installer in methods and to assure that project conditions are satisfactory.

12. CLEANING/PROTECTION AND RECYCLING

Cleaning and protection:

- a. Remove and dispose of debris and unusable scraps.
- b. Vacuum carpet using commercial machine with face beater element.
- c. Remove spots and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors.
- d. Remove excess adhesive from floor, base, wall surfaces without damage.
- e. Advise OWNER of protection methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion (for each jetway).

12.01 Recycling

- a. Follow manufacturer's instructions. (See Technical Specifications #14)

Scrap carpet:

- a. All scrap/cut carpet that is not a 36" x 36" tile will be disposed of by the contractor. Contractor WILL NOT dispose of carpet in any landfill. This includes both scrapes of new carpet tile, new roll material and removed used tile.

12.02 Location of Work

- a. Areas open to the general public (non-secure areas only) of the McCarran International Airport.
- b. Areas open to ticketed passengers only are the secured side areas of the McCarran International Airport.

13. DEFINITIONS

- a. Frequency- As per carpet installation schedule and areas.
Note: OWNER may change frequencies of scheduling.
- b. Time- Any work required by the terms, conditions and specifications of this Contract to be performed other than daily.

14. MANUFACTURER'S INFORMATION (Carpet flooring at McCarran)

- a. Milliken Flooring
 1. Cushionback Modular Tile (18"x18" and 36"x36")
 2. Specifications (See attachment)
 3. Floor Preparation, Adhesives, and Installation Instructions (See attachment)
 4. Recycling:
 - Remove tiles
 - Save full sized tiles that are in good shape (No holes and must be a complete 36"x36" tile; no cuts)
 - Palletize tiles, 80 tiles per pallet.
 - Shrink wrap.
 - Mark pallet as to pattern and square yardage per pallet. (Ex. McCarran D-Gate Hold Room- 80 SYD)
 - Sidemark in bold – EARTH SQUARE STOCK – MCCARRAN
 - Deliver to OWNER for shipment.
- b. Tandus Flooring
 1. ER3 & Flex-Aire Modular RS Tile (18"x18" and 36"x36")
 2. Specifications (See attachment)
 3. Floor Preparation, Adhesives, and Installation Instructions (See attachment)
 4. Recycling. (See attachment)
- c. Patcraft (Shaw) Flooring
 1. Paseo modular carpet tile (24"x24")
 2. Specifications (See attachment)
 3. Floor Preparation, Adhesives, and Installation Instructions (See attachment)
 4. Recycling (See attachment)

- d. Burke Wall Base
 - 1. Specifications (See attachment)
 - 2. Wall Surface Preparation, Adhesives, and Installation Instructions (See attachment)
- e. Johnsonite Wall Base
 - 1. Specifications (See attachment)
 - 2. Wall Surface Preparation, Adhesives, and Installation Instructions (See attachment)

ADDITIONAL TECHNICAL SPECIFICATIONS



Modular Carpet Installation Instructions

These instructions are for use ONLY with Comfort Plus® cushionback and Underscore™ cushionback modular carpet. DO NOT use these instructions or any Milliken Adhesive to install carpet containing PVC.

APPLICABLE CRI INSTALLATION METHODS: Except where exceeded or modified by this instruction, Milliken recognizes the CRI Carpet Installation Standard 2011 as the minimum acceptable standard for the installation of its carpet products.

NOTE: Installation contractor is responsible for reasonable inspection of the product prior to installation and for maintenance of dye lot integrity during installation. Milliken will not be responsible for visible defects after carpet has been installed.

GENERAL: All Milliken modular carpet is designed for installation without permanent adhesives. This allows easy removal and reinstallation. Installation contractor should review these instructions before starting the actual installation. As a first preference, Milliken **strongly recommends** the use of a **Milliken Certified Installation Contractor** to install its products. As an alternate source, Floor Covering Installation Board (FCIB) certified contractors as well as companies that can document that they employ installers certified at the C-2 level or higher by the International Certified Floorcovering Installers Association (CFI) are also recognized as viable sources of quality installation.

TILE ORIENTATION: Some Milliken designs require specific installation methods (Quarter-turn, Ashlar, etc.) to achieve the intended appearance.

PRIOR TO INSTALLATION, always consult your local Milliken sales representative or Milliken Technical Services (1-800-528-8453 Option 3) if you have questions or concerns about the correct installation method. Due to the nature and construction of solution-dyed nylon, we are able to provide very unique, tufted design patterns. From time to time during installation, these products may require that tiles be shifted within the layout in order to avoid a dark line in one tile being positioned next to a dark line in another tile. The dark seam is not a carpet manufacturing defect and can be avoided by attention during the installation phase.

FLOOR PREPARATION:

NOTE: The following are guidelines. Financial responsibility for bringing any floor into conformance with these guidelines must be determined prior to beginning work.

- Concrete subfloors must be structurally sound, clean, dust free, smooth and level. Cracks and holes in excess of 1/8" (3.2mm) should be filled with a Portland Cement based floor patching material such as W.W. Henry 547 Unipro™, DAP "Webcrete 98", Maipai "Planipatch", Ardex "Featherfinish" or similar. Gypsum based compounds are not recommended.
- Milliken modular carpet backings are non-reactive and contain no P.V.C. or plasticizers. This greatly simplifies the floor preparation process and typically eliminates the necessity of old adhesive removal. All Milliken Modular carpets carry the "Lifetime Floor Compatibility" warranty. Milliken is not responsible for subfloor conditions. The installer has the responsibility for obtaining a successful installation.
- No chemical incompatibility exists between Milliken modular carpet or Milliken Modular Carpet Adhesive and any existing floor covering adhesive. This includes "cutback", asphalt emulsion, general-purpose adhesive, epoxy and any other commonly found flooring adhesives.
- The only physical requirement for existing adhesive films is that they be smooth, non tacky, and that residual trowel notches be reduced to 1/32" (0.8mm) or less. In most cases the removal of the existing floor covering accomplishes this with only normal sweeping, cleaning, and patching required prior to beginning installation.
- Regardless of adhesive type, the existing layer should have minimal residual tack. There is no chemical reaction; however, excessive tack may cause the carpet modules to become bonded too aggressively to the floor over time. This tack can be minimized or eliminated by sifting Portland Cement based patch powder into the existing film and sweeping away the excess or by applying a very thin layer of Portland patch. In cases such as this, a grid method of gluing is preferred if the product type allows.
- If additional smoothing is required and residual adhesive is black (cutback or asphalt emulsion) smoothing must be accomplished by applying a very thin layer of one of the above patching compounds.
- NEVER scrape, sand or mechanically abrade any exposed black adhesive or any existing resilient floor. These may contain asbestos.
- If residual adhesive is not black, scrape or sand until smooth and non-tacky as required.
- Protruding objects must be removed. Floor must be flat (not undulating) to within 1/4" in 12' (6.4mm across 3.66m) with no abrupt changes.
- Sealing or other post treatment of concrete floors is at the discretion of the installation contractor. In general, properly cured (90 days minimum) steel trowel finished concrete requires no additional treatment. Excessively porous or dusty concrete slabs are the only exceptions. Please call Milliken Technical Services if you have questions. Durabond D250 is a recommended product should this type of treatment be deemed necessary; however, any non-silicone based sealer will work acceptably with non-PVC backings. **This treatment is NOT intended to be a corrective for out-of-specification water vapor transmission levels.**
- When working with a Gyp-Crete or Gypsum subfloor, Milliken recommends sealing with a gypsum floor sealer prior to installation. Failure to do so will result in an unacceptable installation.
- Carpet should be stored between 40°F and 100°F (4°C to 38°C) and must be conditioned to between 60°F and 90°F (15°C and 32°C) prior to and during installation.
- Floor temperature should be 60°F (15°C) minimum for proper adhesive curing and performance. Relative humidity of the slab should not exceed 80% as measured by the RH Probe Test (ASTM F2170).
- Floor pH should not exceed 10.0. Floor should be acid washed using a 50/50 vinegar and water or a 1/20 muriatic acid and water solution if pH is greater than 10.
- Water vapor transmission should not exceed 5 lbs. per 1000 square feet (1.4 Kg/93m2) per 24-hour period as determined by the #625 Anhydrous Calcium Chloride test available from Taylor Tools, Denver, Colorado 800-525-3714. Equivalent tests (Vaprecision® or SINAK's "dome" test) are also available from various suppliers. Any test used MUST be performed to comply with ASTM F-1869-98.

NOTE: If your subfloor is contaminated with an oily residue either from removal of "cutback" during asbestos abatement or from a previous end use such as metal fabrication, this residue MUST be totally removed or covered prior to applying modular adhesive and carpet. In addition, if residual adhesive - either "cutback" or general purpose - has been damaged/reactivated by previously installed PVC-backed carpet, call Milliken Technical Services for guidance. The "Lifetime Floor Compatibility" warranty does NOT apply in these situations.

RECOMMENDED ADHESIVES:

- **Milliken Modular Carpet Adhesive 100V**, packaged in 4-gallon (15.1 liter) pails (Order as 3000013099), and **Milliken Modular Carpet Spray Adhesive**, packaged in 35# pressurized canisters (Order as 3000015602), are recommended for the installation of all Milliken modular

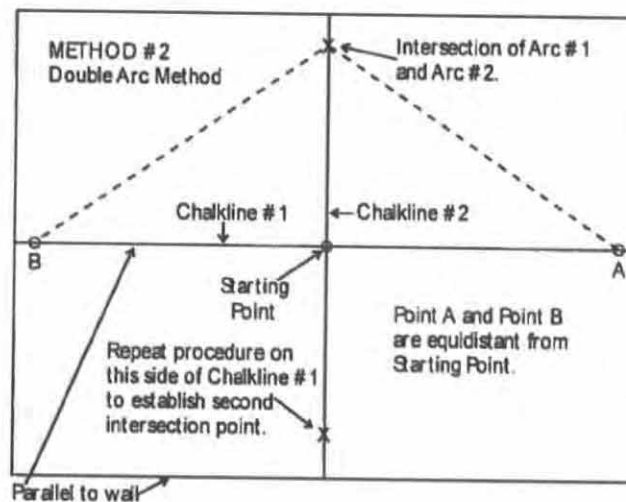
possible within the area at the same distance from the selected architectural feature. (See Point "1" and Point "2" on the diagram.) This distance is determined by the installer to optimize cut sizes and minimize waste.

Starting point and Chalkline #2: Select a starting point somewhere on Chalkline #1. Location of starting point is usually but not always close to the true center of the area. It may be offset to optimize cut sizes. Using the largest possible multiple of a 3-4-5 triangle (6-8-10, 9-12-15, 12-16-20, 15-20-25, 18-24-30, 30-40-50 etc.) construct a chalkline through the starting point exactly 90° to chalkline #1 as follows:
 Note: in this example we will use a 9-12-15 triangle measured in feet and inches, however, units of measure used do not affect the validity of the procedure.

Construct Chalkline #2 as follows:

1. Measure exactly 9'0" from the starting point along chalkline #1.
2. Measure exactly 12'0" from the starting point approximately perpendicular to the line #1. Mark an arc (line) on the floor parallel to chalkline #1 four to five inches long as indicated by Arc "B".
3. Measure exactly 15'0" diagonally from point "A" to Arc "B" as indicated.
4. That point on Arc "B" exactly 15'0" from point "A" when connected with the starting point gives a line exactly 90° to chalkline #1. For maximum accuracy, this procedure should be repeated on the opposite side of chalkline #1. A chalkline or a dry line should be stretched between the two intersection points created. If measurements are accurate, the string will go directly across the starting point.

METHOD #2 - DOUBLE ARC METHOD:



Chalkline #1 - same as in triangle method.

Chalkline #2 - select starting point same as triangle method and proceed as follows:

1. From the starting point, measure any convenient distance in both directions along chalkline #1 and mark point A & B on the floor (see diagram). These points should be as close as possible to the end walls of the area and must be the same distance from the starting point.
2. From points A & B, measure diagonally as indicated by the dotted lines allowing the tape measure to feed out until you are close to the side wall. Place a framing square or a carpet module at the starting point aligned with chalkline #1 to act as a visual guide to tell you when you are close to 90 degrees. Once you feel you are close pick a distance and remember it.
3. Strike an arc (Arc #1) measuring the distance determined above from point "A". Now working from point "B", measure diagonally using exactly the same distance used to strike Arc #1 and strike Arc #2. This intersection point connected to the starting point is a 90 degree angle to line #1.
4. As in the triangle method, this procedure should be repeated on the opposite side of line #1. Once accurate chalklines are applied, put down adhesive and install carpet as follows:

ADHESIVE READINESS SHOULD BE VERIFIED AS FOLLOWS BEFORE BEGINNING INSTALLATION.

1. Place a module into the dried (transparent or translucent) adhesive film and press the entire module down firmly. Kneel beside the module and attempt to slide it across the glue by grasping the opposite edge and pulling. NO lateral movement should be possible.
2. Lift the corner of the module and peel it from the floor. There should be no adhesive transfer to the back of the module. If slipping or transfer of adhesive occurs, the cause MUST be determined and corrected prior to proceeding. In general, 30 to 45 minutes are required for these conditions to be met. This time can be longer or shorter depending on humidity level and amount of air movement. A fan is helpful to speed the drying process.

NEVER INSTALL ANY MILLIKEN MODULAR CARPET INTO WET ADHESIVE.

GENERAL:

- The pyramid technique (see diagram below) gives three alignment checkpoints on each tile placed and should be used on ALL products regardless of module size or backing. This technique also helps control spacing or "growth" and keeps the entire layout closely referenced to the chalklines. Strict attention should be paid to corner alignment. Tiles out of alignment by more than 1/8" (3.2mm) on 36" or 1m product should not be installed. Some "wandering" of edges due to undulation in the floor is unavoidable. This will be gradual and tend to come and go randomly, however, if corners become misaligned and this misalignment continues to increase, this indicates an out of square condition. The problem should be immediately determined and corrected.
- For best long term performance on stairs, a double undercut nosing such as Johnsonite part SVCD-XX-A or equal should be applied to each step with modules cut to fit on both the tread and the riser. This method of installation on stairs protects the carpet from receiving the impact present at the nose and helps in holding the riser carpet in place. Generally a Cove Base type adhesive is also used to adhere the riser and tread piece to insure that the carpet stays in place.
- It is possible to install both Underscore™- and Comfort Plus®-backed modules on stairs without the use of a separate nosing. This requires modifying and/or removing the backing and results in placing a structurally compromised product directly on the nose of the stair with no protection from the severe impact and abrasion that will occur. This is not recommended.
- Johnsonite transition treatments, stair nosings and similar products from other manufacturers are sold through distributors. For the location of the nearest Johnsonite distributor, call 800-899-8916. When obtaining transition/nosing treatments from other manufacturers, always be sure to specify the total thickness of the carpet product being installed to insure the correct transition product is used. **USE OF IMPROPER AND/OR INADEQUATELY INSTALLED TRANSITION TREATMENTS WILL RESULT IN EDGE FAILURE. SELECTION AND INSTALLATION OF THESE PRODUCTS IS THE RESPONSIBILITY OF THE INSTALLATION CONTRACTOR.**

PROTECTING CARPET AFTER INSTALLATION:

Milliken recognizes the CRI Carpet Installation Standard 2011 as the standard guideline for protecting carpet and associated materials after installation. The CRI Standard specifically states: "It is recommended that carpet be the last trade on any job site. However, if it is required to protect the finished floor covering from soil or paint, or if any additional work is required to be done after installation, the carpet should be covered with a non-staining building material paper. Protect the installation from rolling traffic by using sheets of hardboard or plywood in potentially affected areas." Also, CRI cautions: "Self-adhering plastic films may leave residues that result in rapid soiling after removal. Do not place plastic sheeting over any carpet installation because it may present a slip hazard. Most importantly, plastic coverings will trap moisture, retard adhesive curing and may promote mold growth."

NOTE: THE ABOVE INSTALLATION INSTRUCTIONS ARE GENERAL IN NATURE AND ARE NOT COMPLETE FOR EVERY MILLIKEN MODULAR CARPET PATTERN. SOME MILLIKEN PATTERNS REQUIRE SPECIFIC INSTALLATION METHODS (QUARTER-TURNED, ASHLAR, ETC.) TO ACHIEVE THE DESIRED APPEARANCE. ALWAYS CONSULT YOUR MILLIKEN REPRESENTATIVE OR TECHNICAL SERVICES IF THERE ARE QUESTIONS ABOUT THE CORRECT INSTALLATION METHOD.

This information is supplied by Milliken & Company
300 Lukken Industrial Drive West, LaGrange, Georgia 30240
BACKED BY THE LARGEST, MOST PRODUCTIVE RESEARCH AND DEVELOPMENT FACILITY IN THE CARPET INDUSTRY.
Call Technical Services Team Toll Free 1-800-528-8453 - Select Option #3

The above instructions represent the best available data and are deemed to be correct and complete; however, Milliken assumes no liability for installation-related problems.

07/2011

McCarran Terminal

Carpet Specification – Common Areas Milliken Custom CXC

Pile Height including Backing System – 5/16"

Rubenstein's

Rubenstein's Contract Carpet, LLC
 P.O. Box 10637, Eugene, OR 97440 • 160 Cleveland St., Eugene, OR 97402
 (541) 484-1101
 12-21-09
 TERRY GREEN
 terry@rubenstein.com

Construction	Tufted, Textured Loop Pile
Face Fiber	100% Invista™ Antron® Legacy Type 6,6 Nylon
Stain Repel / Stain Resist / Soil Release	StainSmart® and Invista™ DuraTech®
Bleach Resist	ColorSeal®
Antimicrobial	AlphaSan® Built-in Protection
Dye Method	Millitron®
Finished Face Weight	20 oz./sq.yd. (578.1 g./sq.m.)
Gauge	1/13 (50.4/10 cm.)
Rows	11.2/in. (44.1/10 cm.)
Tufts	145.6/sq.in. (2,222.6/100 sq.cm.)
Finished Pile Height	0.125 in. (3.18 mm.) avg.
Density Factor	175,495
Average Density	5,760
Standard Backing	PVC-Free PerformaBac™ ES
Recycled Content by Total Product Weight	25% Pre-Consumer, 3% Post-Consumer
Nominal Total Thickness	0.29 in. (7.4 mm.)
Tile Size	36 x 36 in. (914.4 x 914.4 mm.)
Nominal Total Weight	98.2 oz./sq.yd. (3,329.7 g./sq.m.)
Flammability (Radiant Panel ASTM-E-648)	≥ 0.45 (Class I)
Smoke Density (NFPA-258-T or ASTM-E-662)	≤ 450
Methenamine Pill Test (CPSC FF-1-70 or ASTM D 2859)	Self-Extinguishing
Lightfastness (AATCC 16E)	≥ 4.0 at 80 hrs.
Crocking (AATCC 16S)	≥ 4.0 wet or dry
Static Electricity (AATCC-134) 20% R.H., 70° F.	≤ 3.5 KV, Permanent Conductive Fiber
Dimensional Stability - Aachen Test (DIN Std 54318)	≤ 0.2%
Appearance Retention Rating (CRI TM101)	Severe Use
Recommended Maintenance	MilliCare® Textile and Carpet Care Service Network
Indoor Air Quality – CRI Green Label Plus™	GLP0793, Carpet Category 5Y

Design Copyright – Milliken & Company

This cushion-back carpet tile product is covered by one or more patents, published applications and/or patents pending.

Specifications are subject to normal manufacturing tolerances and may be changed without prior notice. Copies of actual test results are available upon request.



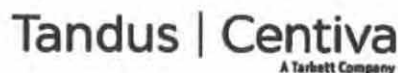
Warranties:

Lifetime Antimicrobial Protection (AlphaSan®)
 Lifetime Antistatic
 Lifetime Color Pattern Permanency
 Lifetime Cushion Resiliency
 Lifetime Delamination of Backing
 Lifetime Dimensional Stability
 Lifetime Edge Ravel
 Lifetime Face Fiber Wear

Lifetime Floor Compatibility
 Lifetime Floor Release
 Lifetime Moisture Resistance
 Lifetime Staining/Soliling (StainSmart®)
 Lifetime Tuft Bind
 Bleach Resistance (ColorSeal®)
 Flammability
 Ten Year Sustainable Image Assurance

Milliken Contract





Form #003

ER3® & FLEX-AIRE® MODULAR RS® INSTALLATION & FLOOR PREP INSTRUCTIONS

General Notes

These installation instructions are general and are not intended to be applicable for all sub-floor conditions. If you have any questions concerning the proper installation (or use) of any Tandus Centiva products, please contact Tandus Centiva Installation Services at 800-241-4902, ext. 2625, 2623, 2129, 2023 or 2670. All products should be inspected for dye lot, style, color, size, quality and shipping damage prior to installation and should not be installed if any irregularities are observed. It is solely the responsibility of the installation contractor to insure that the sub-floor is properly prepared prior to installation.

Installer Certification

Tandus Centiva requires that all installers be certified prior to performing the installation of modular products on actual jobsites. Contact your local Tandus Centiva representative for more information on installer certification.

Site Requirements

Tandus Centiva modular products are intended for indoor installations on dry, properly prepared sub-floors. The product is not intended for installation on walls, stairs, ramps, outdoors, or on wet surfaces. Tandus Centiva is not responsible for product failure of any kind if these floor preparation and installation instructions are not adhered to. Only installation materials approved by Tandus Centiva should be used. Be certain to read and adhere to the shelf life and freeze-thaw stability information that is printed on the label of the installation materials.

Moisture & pH

Excessive moisture and/or high pH on any sub-floor, especially concrete, can cause product failure. For Tandus Centiva ER3 and Flex-Aire modular products, the maximum allowable moisture vapor emission rate (MVER) from the sub-floor is 5.0 pounds, as tested according to ASTM F-1869-04 (Std. Test method for measuring Moisture Emission Rate of Concrete). The required pH range is 9.0 or less as tested according to ASTM F-710-05. The In-Situ/RH (relative humidity) requirement on concrete is not to exceed 80% as tested according to ASTM F-2170-02 (Std. Test method for measuring Relative Humidity in Concrete). When using ER3 and Flex-Aire modular, Tandus Centiva requires that at least 1 MVER and 2 RH tests be performed on the initial 1000 sq ft of each project. In addition, a minimum of one test, alternating between MVER and RH, per 1000 sq ft is required for the balance of the project. When In-Situ RH testing has been eliminated from the test protocol, the Maximum Allowable MVER will revert to 3 lbs/24hr/1,000 sq ft. Refer to our Technical Services Bulletin "Moisture and pH Testing of Tandus Centiva Products" for specific instructions on test methods, ambient conditions, and other requirements.

Note that moisture vapor emission testing, relative humidity, and pH testing indicate the moisture level and pH of the concrete sub-floor at the time of installation. These tests do not provide static results and both moisture and pH can increase over time. Tandus Centiva is not responsible for product failure as a result of changes to sub floor conditions, including increases in moisture or pH levels, post installation. Experience has shown that more accurate and representative MVER, RH and pH testing results can be achieved when the HVAC system is functioning 24/7 for two weeks prior to installation and the indoor air quality has acclimated to occupancy conditions. In cases where the flooring substrate is light weight concrete, or is a Gypsum based leveling compound used as a topcoat over existing concrete, MVER results are not an accurate means of evaluating the conditions of the flooring substrate; therefore, RH will be the only recognized moisture test method.

pH Testing

Preparing the surface of a concrete slab for pH testing requires the following attention to detail. Make sure the concrete surface is adequately cleaned of any adhesives, primers, curing compounds, surface contaminants, etc. Exercise care not to over clean the surface of the concrete removing the thin layer of carbonation. This can result in higher, non-responsive pH readings. Slightly wet the concrete sub-floor surface with a small amount of distilled water and allow the water to stand for one minute. Apply pH test paper to the wet concrete surface and allow the pH test paper to remain in contact with the wet area for one minute. The pH test paper will change color depending on the pH of the wetted surface and a color scale is provided with the pH test papers for comparison. Note pH test paper commonly supplied in MVER test kits only measures up to a pH of 12 accurately.

Installation of Tandus Centiva products on sub-floor conditions that exceed the specifications and limitations provided in this document will void the applicable limited warranties. Tandus Centiva does not represent or make any express or implied warranties that Tandus Centiva floor covering products will or will not affect, prevent or cure any other moisture or alkalinity-related issues that may arise because of the moisture and alkalinity levels found in the concrete. Tandus Centiva expressly disclaims such express or implied representations or warranties.

Temperature & Humidity

The temperature of the interior environment, including the sub floor should be no lower than 65°F and no higher than 90°F at least 72 hours prior to, during and after the tile installation. All Tandus Centiva products and installation materials should be stored between 65°F and 90°F for at least 48 hours prior to installation. Relative humidity should be no more than 65%.

Floor Inspection

The sub-floor must be structurally sound and dry prior to installation. Any curing chemicals, sealers, finishers or other chemical treatments used on sub floors must be chemically and physically compatible with the Tandus Centiva backing and adhesive systems, or they must be removed or skim coated with a Portland cement based product. Chemically abated floors or the use of chemical adhesive removers prior to the application of Tandus Centiva backing and adhesive systems can result in product or installation failures and are not recommended nor warranted. If you have questions concerning the compatibility of specific chemicals with Tandus Centiva backing and adhesive systems please contact the Tandus Centiva Field Technical Service Department at 800-241-4902 ext 2625, 2623, 2129, 2023 or 2670.

Floor Debris Cleaning

Clean the sub-floor of all excess concrete spots, solid debris or paint spots using suitable scraping methods. Completely remove all wax, dirt, grease, paints or old adhesives (especially cutback or emulsion). DO NOT use solvents or any other chemical adhesive removers to clean the sub-floor. DO NOT use oil-based or silicone based sweeping compound. Contact Tandus Centiva for specific floor preparation guidelines including installation over cutback or information on general purpose adhesive.

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MATERIAL RECLAMATION FORM- INSTRUCTIONS

RECLAMATION PROGRAM

All approved vinyl-backed carpet will be recycled into new ER3® floorcoverings in Tandus Centiva closed-loop ReStart recycling process.

REQUIREMENTS FOR APPROVAL

- A. All carpet materials returned for recycling must be one of the following:
 - 1. Any Tandus Centiva product
 - 2. Other vinyl-backed floorcovering approved by Tandus Centiva.
- B. A Material Return Request Form must be completed and shall include the following:
 - 1. Name of Tandus Centiva Account Manager.
 - 2. Company name, address, phone number, and contact name of person wishing to return material.
 - 3. Manufacturer, style name, and backing type of carpet to be returned.
 - 4. Yardage, shipping location and schedule for material to be returned.
- C. If product to be returned was not manufactured by Tandus Centiva, then a sample must be submitted to with the request form to verify compatibility. Prior approval must be obtained to return such products.
- D. No materials installed over Asbestos Containing Building Materials (ACBM) or that have been subjected to any interior asbestos remediation will be accepted for recycling. Including, but not limited to: piping insulation, ceiling tile, or wall demolition.

PACKAGING OF RETURNS

- A. All carpet returned for recycling must be palletized for shipment.
- B. Material must be secured to pallet using stretch wrap/ and or banding.
- C. All material must be kept clean and dry. No metals, paper, wood, plastics, or other materials shall be mixed with material being returned for recycling. *
- D. Additional services such as dumpsters, dropped trailers, etc may be provided if necessary at additional cost.
- E. Tile Products
 - 1. Four stacks of tiles a minimum - 48 inches high can be stacked on a suitable sized pallet.
 - 2. All Material must be secured to pallet using stretch wrap and plastic banding.
- F. Roll Goods Products
 - 1. Material should be sized to maximum 4 ft x 6 ft and stacked flat on pallet.
 - 2. Maximum pallet size is four feet by four feet by minimum forty-eight inches high.
 - 3. All Material must be secured to pallet using stretch wrap/ and or plastic banding.

SHIPPING PROCEDURES

- A. A Material Reclamation Request Number (MRR#) will be assigned when samples are approved. All shipments must include a Material Reclamation Request Number.
- B. Shipping costs for return of goods must be prepaid by the end-user/customer unless pre-approved by Tandus Centiva. Provide Material Return Request Form along with approval signature.
- C. A "Bill of Lading" with the return address will be provided.

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MATERIAL RECLAMATION FORM- INSTRUCTIONS

*Tandus Centiva reserve the right to refuse any shipment not conforming to the guidelines stated herein. Questions or comments should be directed to Tandus Centiva Environmental Center at 800.248.2878 ext. 2691.

COLLECTING DEALER: _____ ACCOUNT MANAGER: _____

CUSTOMER
(Company Name, Address, City, State, zip)

Location of carpet to be reclaimed:
(where the truck needs to be sent)

Contact Name and Phone #

MANUFACTURER & TYPE OF CARPET TO BE RETURNED: (Style, Backing System, etc.)
If other than Tandus Centiva, **a sample must be submitted to verify compatibility.**

SAMPLE SUBMITTED: ☐ YES ☐ NO

YARDAGE TO BE RETURNED: _____

SCHEDULE OF RETURN: (Beginning and ending dates of shipment and yardage per shipment.)

I CERTIFY THAT THE CARPET BEING RECLAIMED HAS NOT COME INTO CONTACT WITH ASBESTOS
CONTAINING MATERIAL, OR ANY OTHER HAZARDOUS WASTE MATERIAL.

NAME: _____ JOB TITLE: _____

EMAIL: _____ FAX #: _____

SIGNATURE: _____

Please Note:

- No shipments will be accepted without approval and Material Reclamation Request Number (MRR#). Enclose sample when necessary. **Each shipment must have a different Material Reclamation Request Number.**
- All freight charges are to be prepaid; No collect shipments will be accepted unless pre-approved by Tandus Centiva.

OFFICE USE ONLY

MATERIAL RECLAMATION REQUEST NUMBER: _____ DATE: _____

APPROVED SIGNATURE: _____ DATE _____

MATERIAL RECLAMATION REQUEST NUMBER (MRR#) AND THE ADDRESS FOR THE RETURN WILL BE PROVIDED UPON APPROVAL.

CRI CARPET INSTALLATION STANDARD

2011

First Edition

**The Carpet and Rug Institute
100 S. Hamilton
P.O. Box 2048
Dalton, Georgia 30722-2048
706/ 278-3176**

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DISCLAIMER

The Carpet and Rug Institute assumes no responsibility and accepts no liability for the application of the principles or techniques contained in this standard. Specifying authorities are responsible for reviewing applicable federal, state, and local statutes, ordinances, and regulations, including mandatory requirements contained in the Occupational Safety and Health Administration (OSHA) Hazard Communication Regulation.

FOREWORD

This minimum standard requirement for installation of carpet is based upon reliable principles and procedures developed through practical experience, research, and information obtained from manufacturers, retailers, installers, end users, testing laboratories, and others who have specialized expertise.

This minimum standard requirement does not include carpet performance characteristics. For guidance in selecting and specifying carpet, review appropriate publications developed by The Carpet and Rug Institute.

Failure to follow this minimum standard requirement for installation cannot be the basis for rejecting a claim relating to a manufacturing defect, unless the failure to do so contributed to or caused the defect.

Every carpet has unique characteristics and each carpet installation project should be carefully evaluated to determine proper application of this standard. In unusual circumstances, contact the product manufacturer for specific guidance. Carelessness is never acceptable and common sense should prevail in all cases. The Standard requires the services of professionally trained and qualified floor covering contractors be obtained for all commercial carpet installations.

The Carpet and Rug Institute (CRI) is the national trade association of carpet and rug manufacturers and suppliers to the industry. The expertise of the Carpet and Rug Institute's membership comes together to provide unbiased technical, educational and scientific information about carpet and rugs.

Acknowledgements

This minimum standard requirement was prepared under the direction of the Installation Issues Management Team of the Carpet and Rug Institute and in cooperation with experts in the carpet installation and related fields.

CRI Carpet Installation Standard 2011

1. Scope

This document establishes minimum industry standards for commercial carpet installation.

2. Applicable Documents and References

2.1 Carpet and Rug Institute References:

- *The Carpet Primer* *
- *Characteristics of Patterned Carpet Technical Bulletin**

* Downloadable from The Carpet and Rug Institute web site www.carpet-rug.org

2.2 ASTM Standards:

- ASTM F-1869-04 – *Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Calcium Chloride*,
- ASTM F-710-08 – *Standard Practice for Preparing Concrete to Receive Resilient Flooring* - American Society of Testing & Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959. www.astm.org
- ASTM F-2170 – *In-situ Relative Humidity Testing*

3. Terminology

For definitions used in this standard, refer to the *Definitions of Terms* section in the appendix of this document.

4. Tools and Materials

Install carpet using tools and materials referenced in this standard. Proper tools and quality materials are essential for skilled and proficient carpet installation.

5. Storage and Handling

5.1 Storage – Store carpet and related materials in a climate-controlled, dry space. Protect carpet from soil, dust, moisture and other contaminants and store on a flat surface. Stacking heavy objects on top of carpet rolls or stacking more than three rolls is prohibited.

5.2 Handling – Transport carpet in a manner that prevents damage and distortion. Bending or folding individual carpet rolls or cuts from rolls is not recommended.

When bending or folding is unavoidable for delivery purposes, the carpet is required to be unrolled and allowed to lie flat immediately upon arrival at the installation site.

CAUTION: Failure to observe the preceding requirements may result in the following:

- 1) Contamination from soil, grease and/or oil
- 2) Delamination
- 3) Dimensional changes
- 4) Permanent indentation
- 5) Development of wrinkles and bubbles
- 6) Pile reversal
- 7) Roll-crushing
- 8) Creases
- 9) Pattern distortion

6. Planning

All facets of the installation are to be coordinated. A scale drawing of the area to be installed is required to determine type of carpet, carpet quantities, quantity per dye lot, installation method, cushions, adhesives, transition moldings, wall base types and other accessories, and to identify the proper location of seams.

On new construction, provide architectural drawings that define the entire installation area with space names or numbers and a finish schedule of flooring style, patterns, colors and installation methods. On existing structures, provide new measurements and shop drawings.

Consideration should be given to carpet and adhesive conditioning, material delivery considerations and other trades' schedules. (Refer to Section 10)

6.1 Shop Drawings - The carpet shop drawing is required to contain the following information:

- Name of the job, owner and installation company. On new construction the name of the general contractor and architectural firm are required.
- Building address
- Date of drawing
- Scale
- Floor number and location in building
- Compass direction on each sheet
- Drawing for each area to be carpeted (color coding is preferable)
- Construction of substrate for each area
- Required floor preparation, materials and quantities.
- Type of installation for each area
- Quantities of carpet needed for each area, including roll length requirements, pattern repeat, manufacturer installation sequencing and cut list.
- Exact notations where dye lot changes occur
- Excess material in each area and how it is to be used
- Seam layout of each area

- Allow tolerance by cutting carpet 3-4 inches (75-100 mm) longer than the area measurement
- Carpet pile direction for each area
- Name of manufacturer, style, backing system and color of carpet for each area
- Large scale drawings showing treatment of step areas or other detail work
- Location and type of expansion joints and edge transitions.
- Type of wall base in each area.

6.2 Planning for Seams - Keep seams to a minimum. Position seams so that, where possible:

- they run the length of the area.
- main traffic flow runs along, rather than across, the seam.
- natural light does not strike across the seam.
- are away from areas subject to pivoting traffic.
- are not perpendicular to doorway openings.

6.3 Transitions to Other Surfaces - Where carpet transitions to other floor coverings, the carpet edges are required to be protected or covered with appropriate transition moldings. The edge of the hard surface flooring should not exceed a maximum of 1/16" higher than the total carpet thickness where no transition molding exists. Where no transition molding is used, apply a minimum of 1/8" bead of seam sealer to the edge of the carpet along the entire transition.

Wall base - when vinyl or rubber wall base is used in a direct glue or double glue carpet installation, cove base or base-with-toe is highly recommended.

6.4 Carpet Over Expansion Joints – Do not install carpet over expansion joints (see definition). Expansion joints allow separate substrate surfaces to expand and contract independently. In addition, do not install on any area of a floor that does not provide a stable and mechanically sound surface. This does not include cut or saw joints within a section of the floor. Non-stable/unsound substrate joint conditions are required to be addressed in strict accordance with the appropriate architectural drawing. If no expansion joint device is specified on the drawing, the building owner, owner's representative, or other responsible party is required to be made aware that failure to address expansion joints will potentially result in installation failure, damage to the carpet and/or safety concerns.

6.5 Pile Direction - Where two or more pieces of the same broadloom carpet are adjacent, the pile direction is required to be the same unless otherwise specified. Uniform pile direction is not required with dissimilar carpet.

Note: Ideally, install carpet with the pile lay toward the entrance; but other factors, such as pattern, aesthetics and economic use of material may be considered.

6.6 Pattern Matching – Refer to Section 15. Consult the manufacturer for specific installation requirements and possible warranty conditions. See the CRI Technical Bulletin, "Characteristics of Patterned Carpet," for additional information.

7. Site Conditions – All Installations

- 7.1 Substrate Conditions** – The owner or general contractor is responsible for providing an acceptable substrate for the specified installation.

Note: Installing carpet prematurely before other trades have completed their work will result in problems with: overall appearance, visible damage, soiling, adhesive failure, delamination and dimensional stability. These conditions may not be immediately evident. Refer to Section 16-Protecting Indoor Installations.

- 7.2 Ambient Temperature and Humidity** – The installation is not to begin until the HVAC system is operational and the following conditions are maintained for at least 48 hours before, during and 72 hours after completion. The carpet is to be installed when the indoor temperature is between 65-95°F (18-35°C) with a maximum relative humidity of 65%. The substrate surface temperature should not be less than 65°F (18°C) at time of installation. Do not allow the temperature of indoor carpeted areas to fall below 50° F (10° C), regardless of the age of the installation. If these conditions are not attainable, contact flooring manufacturer for applications to warranty.

- 7.3 Floor Preparation** - Carpet is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities are required to be repaired to ensure a smooth, finished appearance, prevent accelerated wear and telegraphing substrate irregularities. Substrates are required to be structurally sound and free of foreign substances that will compromise the carpet or its installation. Patching compounds are required to be suitable for the use application. Select polymer-fortified patching compounds according to the carpet manufacturer's instructions. (Refer to ASTM E1155-96 (2008).

Note: Patched areas may be porous and highly alkaline, which will prevent adequate adhesive bond. For best results, prime patched areas. Consult patch manufacturer for primer recommendations and compatibility with adhesives.

- 7.4 Concrete** - Concrete must be cured, clean and dry. Cracks, chips and saw cuts must be properly patched or treated. Concrete is available in two basic forms; lightweight and normal weight. This difference is based on the type of aggregate used in the mix. Lightweight concrete is most commonly, but not exclusively, used on upper floors. Various screeds and topcoats that are available – typically gypsum based - are NOT lightweight concrete.

CAUTION: Any concrete floor, even when adequately cured and dry, can allow moisture vapor to pass through to its surface. Depending upon the type of carpet and method of installation, the moisture emission rate greatly influences the long-term success of an installation. The use of a properly installed, uncompromised, approved moisture membrane is essential in preventing moisture migration into and through a concrete slab. (Ref. ASTM F 710)

- 7.5 Wood** - Wood substrates are required to be structurally sound, flat, dry and securely anchored. Substrates, such as plywood, hardwood, particleboard, oriented strand board, or other materials, are required to be flooring grade (APA approved) and installed according to manufacturer specifications. Irregularities, imperfections and joints are required to be properly patched and prepared. It is required that all protrusions be properly prepared.

- 7.6 Metal** - It is required that metal floors create a smooth, even plane, and be free of grease, oil, soil and rust. It is required that metal or raised access flooring be structurally sound, flat and properly secured.

Note: Adhesives applied to bare metal surfaces can cause rapid oxidation or other chemical reactions. Sand and clean bare aluminum prior to adhesive application to remove oxidation.

- 7.7 Resilient Flooring** – Installing carpet over resilient flooring may be acceptable as long as the resilient flooring is securely bonded to the substrate and properly prepared. Additional concerns are carpet backing and adhesive compatibility.

Note: Installing a second layer of finish flooring material, including some carpet types, can trap moisture and result in widespread failure, even over substrates that previously had never shown signs of moisture or moisture-related problems.

CAUTION: Some sheet vinyl, resilient tile and cut-back asphalt-based adhesive may contain asbestos and/or crystalline silica. Inhaling dusts from these materials creates a cancer and respiratory system hazard. Lacking documented evidence to the contrary, e.g., current testing, assume that these materials contain asbestos and treat them in the manner prescribed for removing floors containing asbestos. Recommended work practices prohibit sanding, dry scraping, bead-blasting or mechanically pulverizing resilient flooring, backing or lining felt. Do not use powered devices that create asbestos dust when removing "cut-back" or asphalt-based adhesives. It is required that removal procedures comply with federal, state and local government agency regulations covering the removal and disposal of asbestos-containing materials (ACM).

- 7.8 Carpet over Carpet** - Refer to carpet manufacturer for guidance before installation.

- 7.9 Radiant-heated Floors** – Radiant-heated floors require special consideration in the selection of carpet, carpet cushion, installation methods and adhesive. (Radiant heated floors should not exceed 85°F.)

- 7.9.1** Unless absolutely certain about the location and depth of heating components, attach tack strip and transitions using adhesive.

- 7.9.2** The maximum surface temperature of radiant-heated substrates cannot exceed 85°F/29°C.

8.0 Substrates

- 8.1 Surfaces** such as terrazzo, ceramic and natural stone - Remove finishes and prepare flooring surfaces to ensure adhesion. These surfaces are required to be

structurally sound and well bonded to substrate. Fill grout lines flush with approved cementitious leveling or patching compound. Follow the open time recommendations of the adhesive manufacturer when adhering carpet to nonporous substrates.

- 8.2 Slate and Brick** - These surfaces may be too rough and uneven for most installations and may require refinishing and/or smoothing before installing carpet.
- 8.3 Asphalt** – It is required that asphalt surfaces be clean, dry, free from excessive oil and grease, and in good condition. Cure new asphalt for at least 30 days, or longer, depending upon weather conditions. Follow adhesive manufacturer's recommendation.

9.0 Testing Concrete Substrates

Refer to the carpet manufacturer's written instructions for guidelines on the number of test sites/data points and the allowable moisture and pH limits. The MVER, RH & Alkalinity testing must be performed to give an accurate assessment of the concrete condition and the test results/data of each test shall be within acceptable limits.

9.1 Before direct glue-down, double-glue down and some stretch-in (non-porous cushion or carpet) installations, the owner or general contractor, or their designated testing agent, is required to submit to the flooring contractor a written report on the moisture and alkalinity conditions of the concrete substrates.

Note: It is recommended that qualified independent third-party testing agencies be used for determining moisture and alkalinity conditions of a concrete slab. Testing by an independent third party specialist to determine installation suitability is a prudent and necessary safeguard for general contractors, owners, architects, flooring product providers and installation contractors to reduce the risk of concrete slab moisture related flooring problems. As a minimum, testing agencies or individuals are required to demonstrate verifiable experience in concrete moisture testing or be certified by a recognized organization.

9.2 Manufacturers Exceptions – If the carpet and/or adhesive manufacturer have products with specific installation instructions, then the carpet and/or adhesive manufacturer shall make those installation instructions available at the time of the purchase/delivery of the product.

9.3 Moisture Vapor Emission Rate (MVER) Testing - MVER tests must be conducted in accordance with the latest edition of ASTM F 1869, not to exceed 3 pounds per 1000 sq ft per 24 hours. (ASTM F1869 - Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride).

9.4 Relative Humidity (RH) Testing - Testing for internal relative humidity of concrete slabs must be conducted in accordance with the latest edition of ASTM F-2170, not to

exceed 75% relative humidity. (ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In Situ Probes).

9.5 Testing for Alkalinity - Testing the pH at the surface of a concrete slab must be conducted in accordance with ASTM F 710-05 ", not to exceed 9 pH . (ASTM F710-05 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring).

Note: Preparing the surface of a concrete slab for pH testing can be problematical. Make sure the concrete surface is adequately cleaned of adhesives, curing compounds etc. When pH readings are less than 8.5, it may be an indication of a residue remaining on the concrete surface. Also use care not to over clean the surface of the concrete, consequently removing the (usually) thin layer of carbonation. This can result in pH readings >12.

Caution: The results obtained from testing reflect only the condition of the concrete floor at the time of testing. Further, it is highly recommended that the test site or building be at the same temperature and humidity expected during normal use. These conditions are required to be maintained 48 hrs prior to, and during testing. The installation of a permanent, effective moisture vapor retarder with a minimum thickness of 0.010 inch and a permanency of 0.1 perms, as described in ASTM Specification E 1745, is required under all on-grade or below-grade concrete floors.

- 10. Relaxing/Conditioning Carpet** – To minimize wrinkling and buckling and to facilitate installation, it is highly recommended that carpet be unrolled and allowed to relax in the installation area for a time period that conforms to the requirements of the manufacturer of the product being installed. (See Section 7.2 Ambient Conditions) This time period will vary up to 72 hours, but should not be less than 24 hours at a temperature between 65-95°F (18 -35°C). Protect carpet adequately from soil, dust, moisture and other contaminants. Sundry items, such as adhesives, should be conditioned as well. If these conditions are not attainable, contact flooring manufacturer for applications to warranty.

Note: The allocation of time for the relaxation period should be included in the planning of the job by all interested parties.

- 11. Ventilation** - During installation, maintain air circulation by operating the HVAC system at full capacity.

Note: For acceptable indoor air quality, fresh air ventilation in commercial spaces is recommended to conform to current guidelines specified in ASHRAE Standard 62 published by the American Society of Heating, Refrigerating and Air Conditioning Engineers (www.ashrae.org). Failure to comply could cause negative ramifications to the installation and the indoor air quality.

- 12. Carpet Seam Edge Preparation**

Properly prepare all edges that are used for seams in strict compliance with carpet manufacturer recommendations.

- 12.1 Trimming** – Trim carpet edges at seams using tools and techniques best suited for the carpet style (e.g., loop-pile, cut-pile, cut-and-loop pile, woven carpet) in accordance with manufacturer recommendations. Trim edges far enough into the material to maintain the structural integrity of the carpet and to maintain pattern design where applicable.

Note: Although "row-cutting" both edges is preferred, other trimming techniques may be more suitable on some carpet. Many carpets do not lend themselves to all methods of cutting. Some woven carpet selvages are not to be trimmed. Contact carpet manufacturers for specific recommendations.

- 12.2 Sealing Edges** – Regardless of installation method, most carpet requires an edge protective material be introduced between the edges to be joined. This material can be a liquid or thermoplastic and can be applied using various procedures and techniques. Consult the manufacturer of the products for specific sealing procedures.

CAUTION: Failure to properly prepare seam edges often results in:

- edge ravel
- edge delamination
- tuft loss
- seam separation
- safety concerns

- 12.3 Proper Seam Characteristics** – With any seaming method, a properly constructed seam:
- has cleanly trimmed edges properly secured with seam sealer, if applicable
 - has tightly abutted edges without gaps or overlaps, maintains pattern integrity
 - will not be totally invisible

13. Direct Glue-Down Installation

- 13.1 Relaxation/Conditioning Carpet** – Refer to Section 10.

- 13.2 Additional Substrate Requirements** – It is required that substrates be clean, structurally sound, dry, and with no cracks, existing adhesives and surface irregularities that might show through the finished installation or cause premature wear and be free from contaminants that may interfere with adhesion. Substrate temperatures below 65 °F are unsuitable for adhesive application.

CAUTION: Carpet, when bonded with an adhesive, follows every contour of a substrate, imperfections can become very obvious after the carpet is installed. Joints, cracks, depressions and protrusions that are not on an even, flat plane may be unsightly and cause premature wear. Soil, dust, wax, oil, grease, moisture, alkalinity and other contaminants can prevent or otherwise destroy adhesion causing localized or widespread failure.

Note: It is the general contractor or building owner's responsibility to supply a substrate that meets agreed upon specifications as defined by ASTM E1155-96 (2008).

13.2.1 Treated Wood – Wood that is chemically treated to alter properties relating to outdoor exposure or flame resistance is not a suitable substrate for direct glue-down applications. Floor covering adhesives would be subject to chemical degradation when applied to these surfaces.

13.2.2 Painted Surfaces - Painted surfaces may be suitable for adhesive application; however, contact the carpet and adhesive manufacturer for recommendations.

CAUTION: Lacking documented evidence to the contrary, e.g., current testing, assume that all paints contain lead and treat them in the manner prescribed by existing local, state, and Federal lead abatement regulations.

13.2.3 Resilient Floor Coverings – It is not recommended that carpet adhesive systems be used directly over existing sheet vinyl, laminated or solid vinyl tile, and some rubber flooring products. These materials may contain plasticizers that could migrate into the carpet adhesive and loosen the bond. Contact individual manufacturers for specific recommendations. Direct glue-down installations over vinyl composition tile (VCT) are acceptable as long as all tiles are tightly adhered to the substrate and all waxes, sealers, floor finishes and other foreign materials have been removed.

Caution: any resilient tile may have the possibility of containing asbestos. This can be verified by an independent testing laboratory. Vinyl asbestos tile requires specific precautions. Refer to local, state or Federal regulations.

13.2.4 Surfaces such as terrazzo, ceramic and natural stone - Remove finishes and prepare flooring surfaces to ensure adhesion. These surfaces are required to be structurally sound and well bonded to substrate. Fill grout lines flush with approved cementitious leveling or patching compound. Follow the open time recommendations of the adhesive manufacturer when adhering carpet to nonporous substrates.

13.2.5 Primers – Primers are used to enhance substrate adhesion characteristics and address porosity. Substrates that are overly porous, chalky or have varying degrees of porosity require priming. Priming under or over patched areas and between layers of patching compound may be required by the patching compound or the adhesive manufacturer. Priming may be recommended for carpet with factory applied adhesive systems. Ensure that priming products are compatible with substrate conditions, patch and adhesives.

13.2.6 Liquid Adhesive Removers - These products are not recommended for use on a substrate that will receive a floor covering to be installed with adhesive.

13.2.7 Sweeping Compounds - These compounds may leave residue that interferes with adhesive bonding. Do not use sweeping compounds prior to adhesive application. Vacuum dusty areas instead. Vacuum is required to have a properly functioning filter per OSHA and/or EPA requirements.

13.2.8 Layout – Lay out the carpet according to the seaming diagram. Where applicable, allow for pattern repeat. Align all carpet breadths to their proper position and trim seams.

13.3 Floor Adhesive Application

13.3.1 Trowel Selection - Select the appropriate adhesive and trowel notch configuration recommended by the carpet manufacturer and/or adhesive supplier, or refer to the list shown in Table II as a minimum.

13.3.2 Adhesive Application - Spread floor adhesive uniformly over the substrate with an appropriate trowel, leaving ridges of sufficient height to achieve full and complete coverage of both the substrate and carpet backing. Trowel notches wear down during use. Maintain a clean and properly notched trowel throughout the installation process. After sufficient open time, press carpet into the adhesive and roll with an appropriate roller as specified in section 14.7.

CAUTION: Bond failure most often is caused by:

- inadequate adhesive application from incorrect trowel notch size and/or trowel notch configuration or improper trowel angle during application
- improper type and grade of adhesive
- incorrect open time and/or working times
- bond breakers or substrate contaminants such as, but not limited to, residual curing and parting compounds
- pH and moisture-related problems
- lack of protection (see Section 20)
- premature traffic or cleaning before adhesives have adequately cured

13.3.3 Open Time – Appropriate open time varies depending upon environmental conditions, substrate porosity, backing system and adhesive type. Refer to the adhesive and/or carpet manufacturer for recommendations regarding open time.

13.3.4 Working Time - (also referred to as slip time) – length of time after covering the adhesive with carpet to make adjustments or manipulate the carpet without negatively impacting the permanent bond.

13.4 Alternative Adhesive Systems – Alternative field-applied systems, such as spray adhesive or roll-adhesive films, are available. Refer to carpet manufacturer information whether an adhesive system is acceptable.

13.5 Seam Adhesive (“Sealer”) - For carpet systems that require seam sealing, apply an appropriate seam adhesive in sufficient quantity to seal both edges trimmed for seaming, covering the thickness of the primary and secondary backing without

contaminating face yarns (See Figure 1). This insures that all edges trimmed for seaming are protected from edge ravel. Allow seam adhesive to dry before proceeding with the installation to prevent transfer to the face yarn. An additional bead of seam adhesive is applied to the cut edge of one side only, after that side is first placed into the floor adhesive. In order to weld the seam edges together, while the seam adhesive is still transferrable, abut the edges to form the seam.



Figure 1

- 13.6 Rolling** – After the recommended amount of adhesive has been applied to the floor and the prescribed open time has been allowed, the carpet is carefully placed into the adhesive. To insure an adequate bond, it is then required that the carpet be uniformly pressed into the adhesive using a roller designed for this purpose. Rolling should be performed with the lightest roller that will cause the adhesive applied to the floor to fully coat the back of the carpet (with a minimum mirror image of the adhesive applied to the floor) while still covering 100% of the floor. Do not exceed 75 lbs. unless specifically directed by the manufacturer. Roll the carpet in both length and width directions.

NOTE: In some circumstances, re-rolling is required as well as the placement of weights in problematic areas. A hand roller should be used around walls and other obstructions to insure a proper bond is formed in these areas.

- 13.7 Finishing at Wall Line** – Finish the installation along the wall line leaving a neat, smooth, neat, and secure fit.

14. Double-Glue-Down Installation

- 14.1 Relaxation/Conditioning Carpet** – Refer to Section 10.0. In double-glue down installations, a separate cushion is adhered to the substrate and the carpet is glued to the cushion.

NOTE: Because significant differences exist in various carpet cushions, consult with the manufacturer of the cushion, carpet, seam tape and adhesive for recommendations regarding this installation method. Only materials specifically designed for this installation method may be used.

- 14.2 Preparation** – Refer to Section 6.0 and 9.0 of this Standard for floor preparation requirements.
- 14.3 Cushion installation** - Install cushion in the longest continuous lengths possible with consideration to traffic patterns and carpet seam placement. It is required that cushion seams be at a right angle (90°) to carpet seams or offset at least six inches (150 mm). Butt cushion seams net without compression, leaving no gaps. Do not tape or staple cushion seams for double glue down installations.
- 14.4 Layout** –Where applicable, allow for pattern repeat. Align all carpet breadths to their proper position and trim seams. Take care to avoid cutting into cushion under seams.
- 14.5 Adhesives and Trowel Notch Sizes** - When applying cushion to floors and carpet to cushion, select the appropriate adhesive and trowel notch size recommended by the carpet, cushion and adhesive manufacturer. If recommendations are not available, refer to the general minimum guidelines in Table II. Spread adhesive uniformly over the cushion with the specified trowel or other application procedure.

After sufficient open time, the carpet is to be pressed into the adhesive and rolled with the appropriate roller. Proper open time is critical for a successful installation.

Note: excessive trowel pressure causes cushion to expand into the trowel notch reducing effective adhesive coverage rate.

- 14.6 Seaming** - A variety of seaming options exist. Consult the cushion and carpet manufacturer for specific recommendations.
- 14.7 Rolling** – Refer to Section 13.6.
- 15. Attached-Cushion Installations**
- 15.1 Relaxing/Conditioning Carpet** – Refer to Section 7.11.
- 15.2 Carpet Layout** - Refer to Section 9.2 (Direct-Glue Installations)
- 15.3 Floor-Applied Adhesive Installations** - Use the carpet adhesive and seam adhesive recommended by the carpet or adhesive manufacturer. Also, refer to Table II.

15.3.1 Trowel Notch Size - Refer to Table II

15.3.2 Open Time – Allow adequate open time for adhesive. Open time varies depending upon environmental conditions and the adhesive type.

15.3.3 Installation Procedures – Cut seam edges with appropriate tools based on carpet manufacturer recommendations. Trim edges to eliminate possible height variation at the seam. In the case of woven goods, carefully refer to the manufacturer's

recommendation for that specific style. Seal cut edges at seams with proper seam adhesive applied as recommended by the carpet or adhesive manufacturer. Roll installed carpet according to manufacturer recommendations.

- 15.4 Pre-applied Adhesive Systems ("peel-and-stick")** - Pressure sensitive adhesives sometimes are applied to attached-cushion backings during manufacture. Backings of this type have special floor preparation requirements. Consult the carpet manufacturer for recommended installation procedures and the use of primers, if needed.
- 15.5 Hook and Loop Technology** - This specialized installation system uses hooked tape and a looped fabric to cover the entire underside of the carpet. The system involves detailed and specific installation practices. Consult the carpet manufacturer for recommended installation procedures.
- 16. Stretch-in Installation**
This method involves installing carpet under tension over a separate cushion, using tack strip fastened at all walls and other vertical abutments around the perimeter of the area.
- 16.1 Relaxing/Conditioning Carpet** – Refer to Section 7.11.
- 16.2 Tack strip** –It is required that tack strip be a minimum of one inch (25 mm) wide and ¼ inch (6 mm) thick. Architectural strip two inches in width (50mm) with three rows of pins, or two conventional strips with two rows of pins each are required for stretching areas exceeding thirty feet to provide secure attachment of the carpet and additional shear strength. To prevent possible injury to building occupants, it is required that the pins on tack strip not protrude through the carpet being installed.

Additional tack strip installation specifications include:

- Securely fasten tack strip to maintain the tension _ provided by power stretching. Nailed or stapled tack strip is required to have a minimum of two fasteners per piece.
- Place tack strip with the pins angled toward the vertical abutment.
- The gully, or distance between the tack strip and vertical abutments, is required to be slightly less than the thickness of the carpet but not exceed ¾ inch (9 mm).
- Avoid installing tack strip across door openings and/or sills.
- Cut tack strip to follow the contour of door casings and other irregularly shaped abutments.
- Do not staple carpet to tack strip.
- On radiant-heated floors, use manufacturer's approved adhesive to secure tack strip do not use nails or screws to prevent damage to heating system.

- 16.3 Separate Cushion Selection** –It is required that the cushion conform to carpet manufacturer recommendations for the specific product being installed. Failure to follow these recommendations for cushion may void manufacturer warranties. These recommendations may differ, depending on the style and construction of

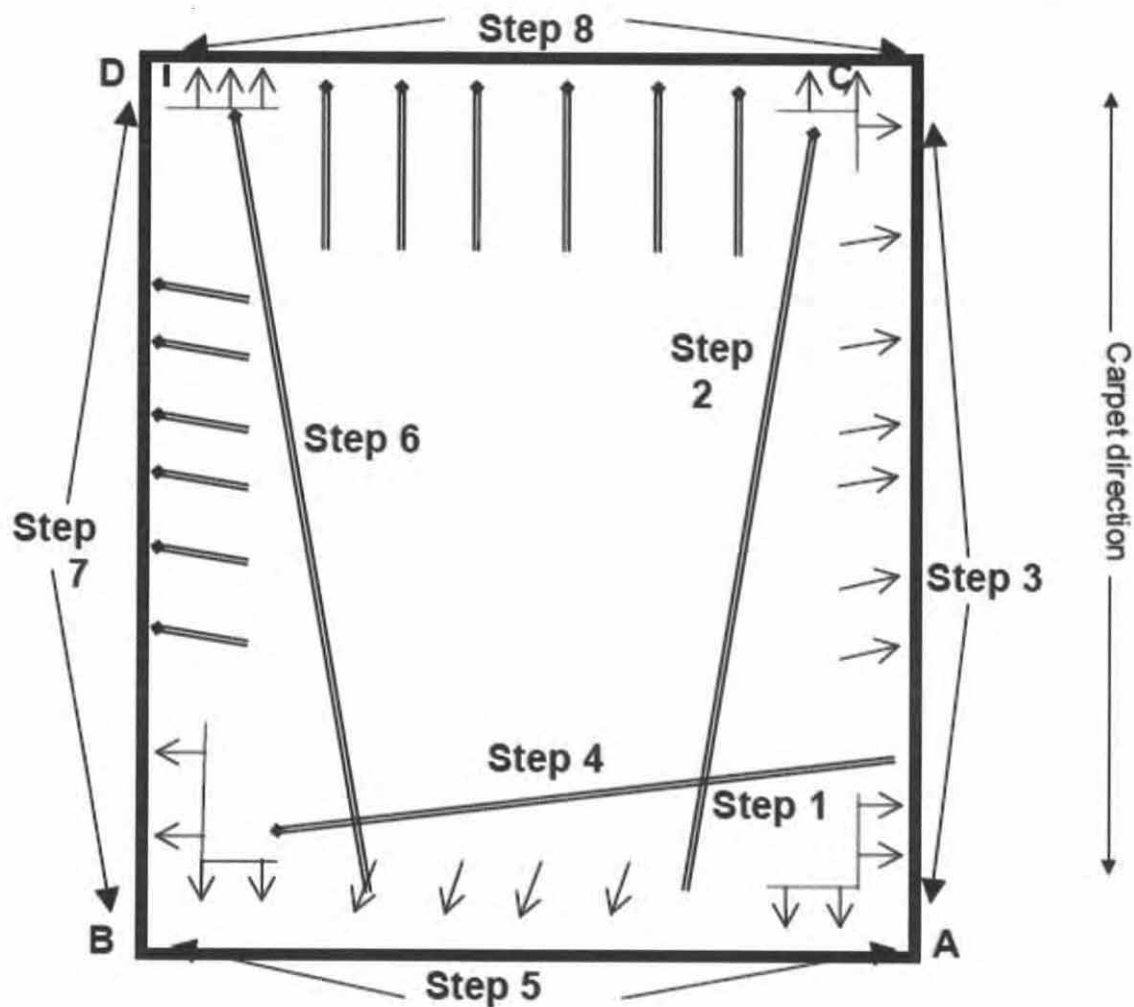
specific carpet. **Cushion thickness for commercial carpet installations should not exceed $\frac{3}{8}$ inch (10 mm).**

Install separate carpet cushion in the longest continuous lengths possible, with cushion seams placed at right angles to carpet seams, or offset at least six inches (150 mm) to one side. Trim cushion flush with the inside contour of the tack strip and securely fastened to the substrate using staples or nonflammable cushion adhesive at all seams and around the perimeter of each room. With the exception of fiber cushions, secure seams with appropriate vinyl-coated cloth cushion tape per the carpet cushion manufacturer's recommendations.

- 16.4 Seaming** – The seaming method depends upon carpet construction and backing type. Always follow manufacturer recommendations for seaming. Common seaming methods include:
- hot-melt tape
 - hand sewing
 - tape and latex
- 16.5 Power Stretching** – Power-stretch carpet following the eight step procedure described in Figure 2. Firmly hook onto tack strip.

FIGURE 2 - Stretch Diagram for Tufted Carpet

In the absence of carpet manufacturer stretch recommendations, use the diagram below.



- Step 1 - Hook onto tack strip, approximately three feet in both directions, along corner A.
- Step 2 - Power stretch at approximately 15° angle from wall A-B and hook onto tack strip at corner C.
- Step 3 - Hook and secure onto tack strip with knee kicker along wall from A to C.
- Step 4 - Power stretch at approximately 15° angle from wall A-C and hook onto tack strip at corner B.
- Step 5 - Hook and secure onto tack strip with knee kicker along wall from A to B.
- Step 6 - Power stretch at approximately 15° angle from wall A-B and hook onto tack strip temporarily at corner D.
- Step 7 - Power stretch from wall A-C and hook along wall from B to D.
- Step 8 - Power stretch straight from wall A-B and hook onto tack strip along wall from C to D.

16.5.1 Using a Mechanical Stretching Device (i.e. Power Stretcher) is Mandatory.

Devices used as a substitute for, or an attachment to such devices that penetrate through the carpet backing may cause injury, damage carpet or substrates, or result in inadequate stretch. Such devices are not acceptable.

Mechanical stretching device – A tool used to stretch carpet during the installation process. This tool is commonly referred to as a "power stretcher" or "carpet stretcher" and can be found in a number of forms. This tool should have all of the following:

1. A method to positively engage the carpet without slippage or damage – usually a pin plate or similar structure commonly referred to as the "stretcher head".
2. A method to bridge between the "stretcher head" and a stationary structure – usually an opposing wall. This is typically a group of adjustable metal tubes ending in a padded plate.
3. A leverage or other type device that is capable of either supplying its own force or multiplying the force applied by the installer. This force is required to be sufficient to allow the carpet to be elongated by the amount required for the carpet being installed.
4. A method by which the elongation achieved can be locked and held in place.

CAUTION: Failure to mechanically stretch a carpet may result in:

- wrinkling and buckling over time
- localized damage to the carpet
- delamination
- Wrinkles and buckles most often are caused by: failure to adequately stretch carpet using a mechanical stretching device, using inappropriate or improperly installed cushion, adverse temperature and humidity conditions, or inadequate conditioning time.

16.5.2 Amount of Stretch – Due to the difference in carpet backing types, it is required that manufacturer recommendations for carpet stretch be followed. In the absence of specific recommendations, tufted carpet with synthetic backing should be stretched a minimum of 1% in length and in width. Patterned carpet may require additional stretch to obtain pattern match.

16.6 Finishing at Wall– Finish the installation along the wall, leaving a smooth, neat and secure transition. Trim carpet without damaging baseboards or moldings, leaving sufficient material for backing to be securely tucked into the gully without protruding face or backing yarns.

16.7 Transition Molding – Where carpet meets other floor coverings create a smooth transition and adequately protect edges with a transition molding that meets all carpet manufacturer and ADA requirements.

Note: Carpet placed into transition moldings requires edge sealing to prevent raveling.

17. Carpet on Stairs

17.1 Preparation – It is required that the stair tread, riser and stair nose should be clean, dry and structurally sound. The stair nose return should be rounded $\frac{3}{4}$ -1 inch (19 to 25 mm) to prevent sharp stair edges from cutting carpet and/or cushion, and to provide proper carpet contact for adhesive installations. When carpet is installed over a separate cushion, extend the cushion over the stair nose.

17.2 Stretch-in Installation - Tack strip is to be installed on each tread. It is required that pins on the tread point toward the riser. On a waterfall-type stair installation, tack strip is to be installed on risers also. Pins on risers point down to the tread. It is required that the gully between strips be slightly less than double the carpet thickness. Where a turned finish is desired, tack strip and cushion are about $1\frac{1}{2}$ inches (38 mm) less than the carpet width, to allow for a turn under on each side of the stairs. Some stairs require tack strip on the sides to maintain the proper tension. When using a cap-and-band or contoured technique, tack strip is not used on riser.

Note: When staples are used in upholstering carpet on stairs, take care to separate pile yarns to avoid trapping yarns, resulting in visible distortion. If the edges are cut net, they must be sealed. Upholstery work needs to have no raw edges exposed. Any seams or joints must be sealed. Carpet seams need to be split in the direction of the balusters.

17.3 Glue-down Installation – Install carpet on stair treads and risers using recommended adhesive. Stairs without a return (nose) can be installed as one piece over the tread and riser. It is required that on stairs with a return, carpet be cut and installed with the tread and riser being separate pieces.

17.3.1 Carpet Direction –It is recommended that carpet be installed parallel to length of stairs.

Note: Most manufacturers recommend carpet pile direction run down the stairs.

18. Modular Carpet

Follow carpet manufacturer recommendations regarding application, squareness and location of working chalk lines. Install modular carpet on 90° format with corners aligned according to manufacturer specifications. It is required that installation geometry (monolithic, ashlar, quarter turn, etc.) be agreed upon by all parties prior to installation.

18.1 Joints – Modules in the completed installation should be tight but not compressed. To insure proper spacing when installing modular carpet, measure the distance covered by 11 modules (10 joints) installed on the floor with no visible gaps, peaks or overlaps. Continually check that modules are being installed in compliance with manufacturer specifications for that particular product. Take care not to trap yarn between modules.

- 18.2 Adhesive Application** - Follow manufacturer's recommendations. Generally, a thin film of pressure-sensitive adhesive is used to prevent lateral movement of modules.

19. Patterned Carpet Installations

- 19.1 Uninstalled Patterned Carpet** - Carpet is a textile fabric subject to inevitable processing variations in the four pattern conditions: bow, skew/bias, elongation variations and trueness of edges. Measurement of these four conditions is performed on an uninstalled breadth of carpet. Individual manufacturers have tolerances to which their patterned products are required to conform. There are no industry standards for carpet pattern variations.

- 19.2 Understanding Carpet Manufacturer Tolerances** – A successful patterned carpet installation requires a thorough understanding of patterned carpet characteristics by designers, specifiers, and all others involved with carpet selection and installation. Carpet is a textile fabric subject to inevitable process variations, which are more critical when patterns are involved. Most manufacturers provide established tolerances and specific installation instructions for their patterned goods, although most do not guarantee exact pattern match. Skilled, responsible and competent craftsmen experienced in the installation of patterned carpet can effectively make adjustments within manufacturer tolerances to provide a successful installation. To assist this process, clearly understand manufacturer tolerances. It is required that these tolerances be communicated and agreed upon by all parties prior to the specification, bid, purchase and installation.

Factors affecting pattern match on the job site include, but are not limited to: the method of installation, the condition and levelness of the floor and the type of carpet backing system selected. It is imperative that all parties agree upon realistic levels of expectation before the carpet is installed.

Installation of patterned carpet requires more time and expertise, requiring the use of mechanical stretching devices and additional staffing, thus affecting the cost of installation.

- 19.3 Patterned Carpet Installation Methods** - Generally, patterned carpet may be installed by all installation methods. Consult the carpet manufacturer for restrictions.
- 19.4 Seaming Diagram** – It is required that the seaming diagram reflect the desired pattern direction (6.1).
- 19.4.1 Patterned Carpet in Corridors** - It is highly recommended that carpet with width-wise linear patterns not be installed breadth-to-breadth along the length of a corridor to avoid inconsistent alignment of pattern.
- 19.5 Roll Sequence** - Roll sequencing information may be available from the carpet manufacturer. In the absence of roll sequencing information from the carpet

manufacturer, sequence carpet cuts working from the longest measured repeat gradually down to the shortest repeat within the dye lot.

- 19.6 Carpet Layout** – Lay carpet out according to the seaming diagram. Unroll carpet and allow it to relax for a minimum of 24 hours before installation. Pre-cutting of carpet is recommended.

Note: Patterned carpet may require additional material for proper pattern matching.

- 19.7 Seam Preparation** – Refer to Section 8.

- 19.8 Pattern Adjustment** - Pattern adjustment during installation is possible and should be anticipated.

- 19.9 Pattern Alignment** - Match the pattern at the midpoint of the seam's length. Work from the seam's midpoint to the seam ends. Bring the pattern into register using appropriate tools that might include:

- mechanical stretching device
- knee kicker
- dead man
- "dry" lines
- stay nails
- double-headed mini-stretcher ("crab stretcher")

Note: For patterned carpet, exercise care to ensure pattern alignment along walls. The use of a mechanical stretching device, stay-nails and a "dead man" may be necessary to achieve pattern match at seams and alignment along walls.

20. Protecting Indoor Installations

- 20.1 Curing Adhesives** – It is highly recommended that traffic over field-applied adhesive installations be restricted to installation personnel only for a minimum of 24-48 hours to allow adhesives to cure properly. Premature traffic will cause installation failure. Restrict carpet exposure to water from cleaning or other sources for a minimum of 30 days.

- 20.2 Materials for Protection** – It is recommended that carpet be the last trade on any job site. However, if it is required to protect the finished floor covering from soil or paint, or if additional work is required to be done after the installation, the carpet should be covered with a non-staining building material paper. Protect the installation from rolling traffic by using sheets of hardboard or plywood in potentially affected areas.

CAUTION: Self-adhering plastic films may leave residues that result in rapid soiling after removal. Do not place plastic sheeting over any carpet installation because it may present a slip hazard. Most importantly, plastic coverings will trap moisture, retard adhesive curing and may promote mold growth.

20.3 Maintain Temperature – Do not allow the temperature of indoor carpeted areas to fall below 50° F (10° C), regardless of the age of the installation.

21. Outdoor Carpet and Synthetic Turf Installation - Outdoor carpet installed with adhesives creates conditions quite different from those encountered indoors. Both carpet and adhesive are subjected to extreme weather and traffic. Installation surfaces are much more varied and often are uneven.

Note: Installing artificial turf on athletic fields is a highly specialized procedure and is outside the scope of this standard. Consult the manufacturer for specific installation instructions.

21.1 Carpet Selection - Carpet to be installed outdoors is required to be of the construction, and backing and fiber type recommended for outdoor use.

21.2 Site Conditions – It is required that all installation surfaces be clean, dry, sound, cured, smooth and have adequate drainage. It is required that the temperature prior, during, and after installation be a minimum of 65°F (18°C) and a maximum of 95°F (35°C). Substrate temperatures are required to be between 65°F (18°C) and 85°F (29°C). If these conditions are not attainable, contact the flooring and adhesive manufacturer for applications to warranty.

21.3 Floor Preparation - Carpet is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities are required to be repaired to ensure a smooth, finished appearance and prevent accelerated wear. Substrates are required to be structurally sound and free of foreign substances that will compromise the carpet or its installation. Patching compounds are required to be suitable for the use application. Select polymer-fortified patching compounds according to the carpet manufacturer's instructions.

Note: Check porosity. Patched areas may be non-porous and highly alkaline, which will prevent adequate adhesive bond. For best results, prime patched areas.

21.3.1 Wood – Cover slotted wood surfaces with an outdoor-grade plywood and prime with a primer that is compatible with the adhesive selected. Joints in the substrate must be properly patched and prepared to prevent telegraphing of joints. Waxed or oiled wood surfaces present special problems and require resurfacing. Adhesive installations over pressure-treated lumber generally are not recommended. Contact the adhesive and carpet manufacturer for recommendations.

21.3.2 Metal – Clean metal surfaces of grease, oil, soil and rust, and properly primed. Prepare painted metal surfaces and remove loose paint appropriately. Aluminum surfaces should be sanded and cleaned with cleaner approved by the adhesive manufacturer immediately before applying adhesive.

21.3.3 Surfaces such as terrazzo, ceramic and natural stone - Remove finishes and prepare flooring surfaces to ensure adhesion. These surfaces are required to be structurally sound and well bonded to substrate. Fill grout lines flush with approved cementitious leveling or patching compound. Follow the open time

recommendations of the adhesive manufacturer when adhering carpet to nonporous substrates.

21.3.5 Asphalt – Asphalt requires special considerations as a substrate. Follow adhesive and carpet manufacturer's recommendation.

21.3.6 Swimming Pools - Regardless of the surface encountered, indoor swimming pools should be drained and dry before installing outdoor carpet. Do not use outdoor pools during carpet installation. Remove fungus or algae from the surfaces to be covered. Ventilate indoor pool areas to reduce excess humidity. Follow manufacturer's recommendation for proper adhesive use in this environment.

21.5 Adhesives - Adhesive selection is very important. It is required that carpet backings and substrates be compatible with the adhesive. Contact manufacturer for their adhesive recommendation.

CAUTION: Using the correct adhesive greatly enhances the success of an outdoor installation. When the backing material is unknown, or if doubt exists, contact the carpet manufacturer for positive identification.

21.6 Acclimation – roll all outdoor carpet and allow to relax before installation according to manufacturer's recommendation. It is required that this take place when the temperature is between 55°F and 95°F (13°C and 35°C).

21.7 Planning – Pre cut carpet for the area to be covered, allowing for required trimming. Keep seams to a minimum and run with the traffic pattern when possible. Where seams are required, be certain that the pile runs in the same direction on both sides of the seam. (Refer to Direct Glue Down Installation for specifications, Section 13.)

Note: For indoor installation of outdoor carpet, follow the procedures outlined in Section , except where outdoor conditions may also exist, such as indoor swimming pools, health spas, and indoor-outdoor patios. Do not use flammable carpet adhesives for any installation in an enclosed installation.

APPENDICES

Table I

Adhesives – Common Types Used in Carpet Installation







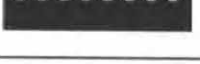


A. Carpet Floor Adhesives

1. **Latex Adhesive:** Common name for adhesives used to install broadloom carpets, excluding those with vinyl backing, either directly to a substrate or over underlayment and cushion. Refer to carpet manufacturer for adhesive grade recommendation for specific backings and uses.
2. **Multi-purpose Adhesive:** A latex adhesive designated for use with varying carpet types as well as non-vinyl backed (mineral-felt backed) resilient sheet goods.
3. **Vinyl-Back Carpet Adhesive:** Adhesive specifically formulated for permanent installation of vinyl back carpet.
4. **Modular-Carpet Adhesive:** Pressure sensitive type adhesive for releasable installation of modular carpets. Note: Always consult manufacturer for proper type adhesive.
5. **Outdoor Carpet Adhesive:** Water resistant adhesive for installations of carpet designed for outdoor use. Refer to adhesive manufacturer for adhesive grade recommendation for specific backings.
6. **Polyurethane Carpet Adhesive:** For installing specific polyurethane backings. Refer to adhesive manufacturer.
7. **Contact Adhesive:** Used for bonding various carpet edge moldings to a substrate. It can be used for adhering carpet to difficult or irregular surfaces.

B. Carpet Seaming Adhesives (Seam Sealer)

1. **Vinyl-back Seam Adhesive:** Solvent-based (chemical weld) or solvent-free (mechanical bond).
2. **Latex Seam Adhesive:** For applying seaming tapes, reinforcing sewn seams, sealing trimmed edges prior to "hot melt" seaming, securing binding, etc.
3. **Hot Melt Seam Adhesive:** A thermoplastic adhesive used for adhesive or stretch-in applications.

Typical Adhesive Applicators for Carpet Installation

Carpet Type	Applicator Size	Applicator	Approximate Spread Rate feet ² /gal	A
Carpet: rough back, woven, double stick carpet to cushion	1/8" x 1/8" x 1/8" U notch (3.2mm x 3.2mm x 3.2mm)		54 – 90	
	1/8" x 1/8" x 1/16" U notch (3.2mm x 3.2mm x 1.6mm)		45 – 72	
Carpet: woven propylene, unitary back, jute	1/8" x 1/8" x 1/8" V notch (3.2mm x 3.2mm x 3.2mm)		90 – 108	
	1/8" x 1/8" x 1/16" V notch (3.2mm x 3.2mm x 1.6mm)		72 – 90	
Carpet: smooth back, attached cushion, needle punched	3/32" x 3/32" x 3/32" V notch (2.4mm x 2.4mm x 2.4mm)		90 – 135	
Vinyl back carpet, double stick carpet pad to floor	1/16" x 1/16" x 1/16" Sq. notch (1.6mm x 1.6mm x 1.6mm)		180 – 180	
	1/16" x 1/16" x 1/16" U notch (1.6mm x 1.6mm x 1.6mm)		180 – 180	
Carpet Tile	1/16" x 1/32" x 1/32" U notch (1.6mm x 1.6mm x 0.8mm)		220 – 260	
	3/8" Nap Paint Roller		350 – 400	

Note: Above dimensions are given as width x depth x spacing. Spread rates vary with texture and porosity of the substrate. Trowels should be held at substrate to apply adhesive. Examine notches regularly for wear.

Notes: The above guidelines should only be used when specific recommendations are not available from the carpet manufacturer and/or the adhesive manufacturer. Concrete surfaces and heavily textured carpet backs often require trowels with deeper notches than listed above.

Guidelines for Maintaining Indoor Air Quality During Carpet Installation

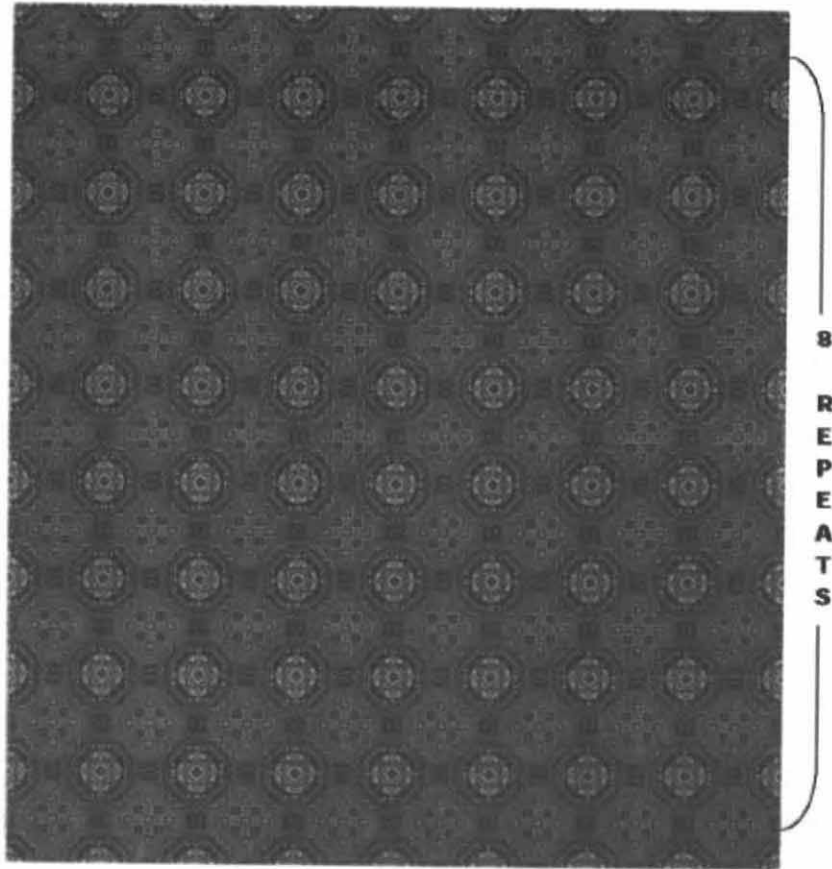
- During installation, maintain air circulation by operating the HVAC system at full capacity.
- Vacuum old carpet thoroughly before removal to minimize the amount of dust particles.

Note: When selecting a new vacuum cleaner, look for units bearing the CRI Seal of Approval "Green Label." This label identifies vacuums that have been tested and meet minimum standards for dust containment, soil removal, and carpet appearance retention.
- Vacuum the floor immediately after old carpet and cushion have been removed.
- Continue operating the ventilation system at normal room temperature for up to 72 hours after installation.
- If carpet is to be glued to the floor, use a low-emitting floor covering adhesive. Low-emitting floor covering adhesives may be identified by the CRI Adhesive Green Label Plus Program label on the container, or by contacting CRI as indicated below.
- If occupants consider themselves unusually sensitive to chemicals, they may wish to avoid the area or leave the premises while the old carpet is being removed and the new carpet installed.
- If possible, unroll the carpet in a well-ventilated area for 24 hours or more before installation.



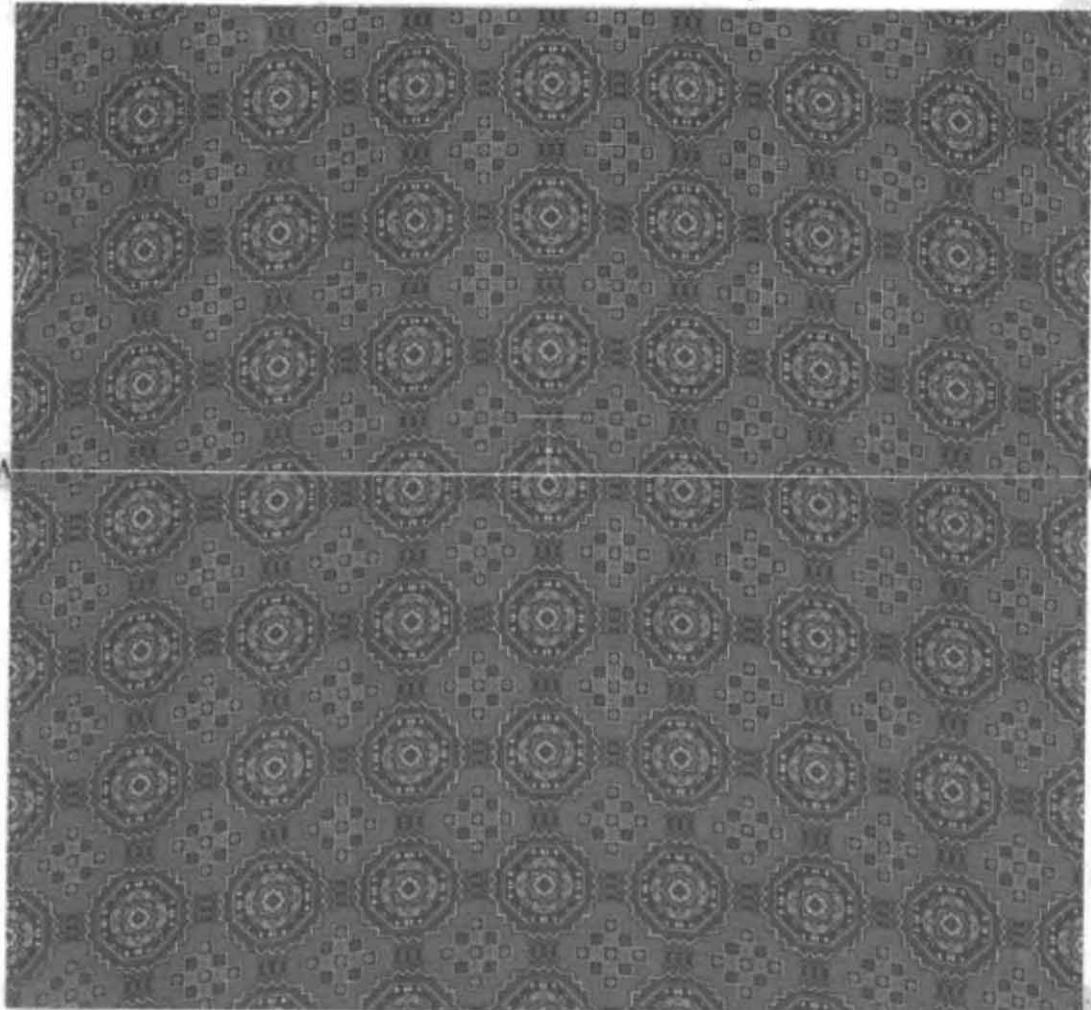
Look for and purchase carpet, carpet cushion and floor covering installation adhesive products that display the Carpet and Rug Institute (CRI) Indoor Air Quality label. These three indoor air quality testing programs identify the products that have been tested and meet stringent indoor air quality requirements for low emissions. For further information on these programs, plus the CRI vacuum cleaner testing program, visit our website at www.carpet-rug.org.

**PATTERN REPEAT VARIATION (LENGTH OR WIDTH)
18" X 18" SET MATCH IN THIS EXAMPLE**



**MEASURE THE SPECIFIED NUMBERS OF REPEATS (8 FOR THIS EXAMPLE) AND
REPORT DISTANCE COVERED. USE THIS DISTANCE AS A SEQUENCING GUIDE.**

**PATTERN BOW (WIDTH)
TRUENESS OF EDGE (LENGTH)**

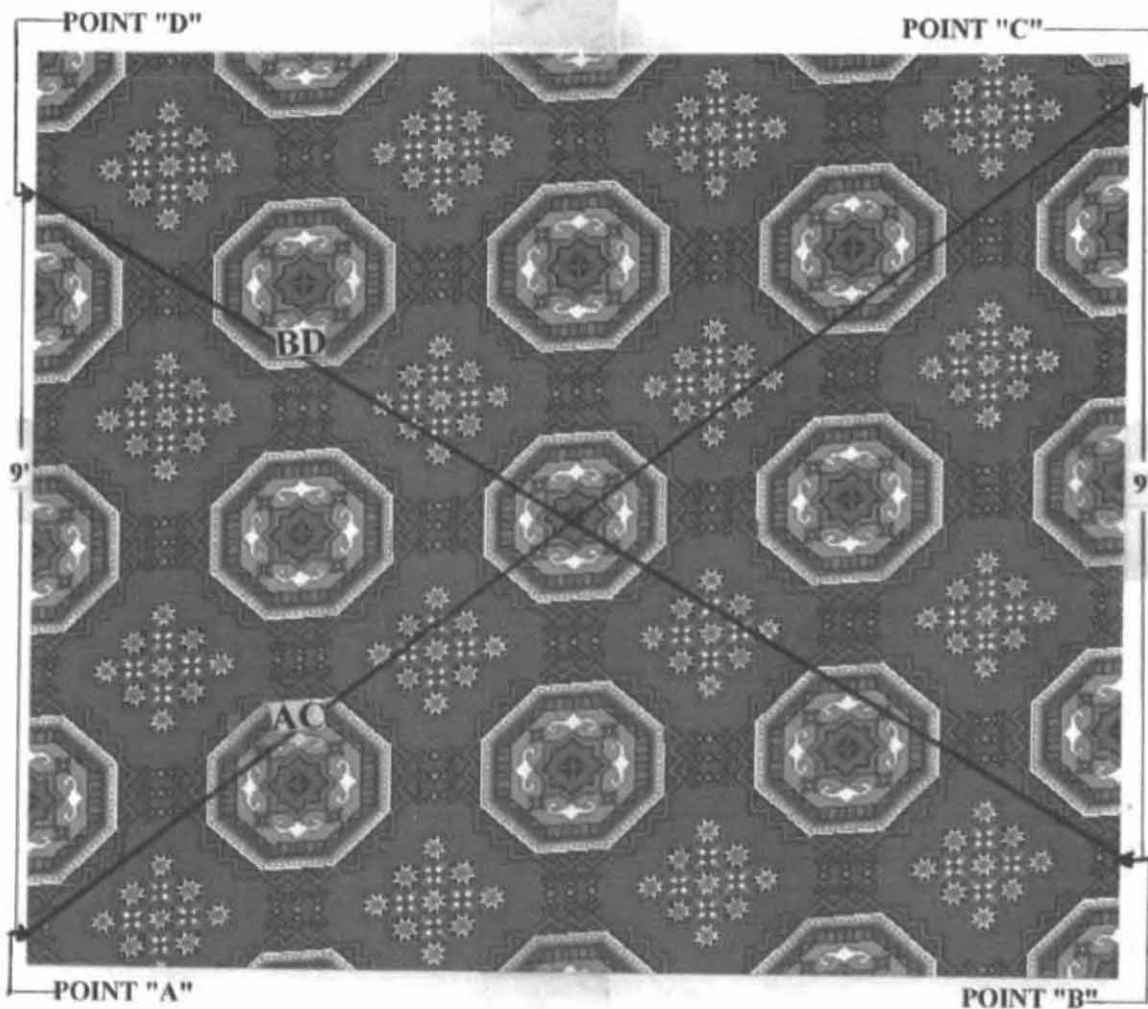


Isolate Points "A & B" as directed in the document. Connect these points with a tightly stretched string as indicated by the white line. Pattern Bow (Width) is the distance between the string and the pattern at the point of greatest separation. Indicated here by the White "T".

The same general procedure is used to measure trueness of edge. For that measurement Points "A" and "B" are on the same lengthwise pattern line at least 40' apart. Edge trueness is the distance between the string and the pattern

PATTERN BIAS

ISOLATE POINTS "A" AND "B" AS DIRECTED IN THE DOCUMENT. NOTE THAT THESE ARE POINTS LYING ON THE SAME WIDTHWISE PATTERN LINE AS CLOSE TO THE TWO SELVAGES AS POSSIBLE. IN THIS EXAMPLE THEY ARE THE SAME POINT WITHIN THE PATTERN. POINTS "C" AND "D" ARE ESTABLISHED BY MEASURING EXACTLY 9' UP THE EDGE OF THE CARPET ALONG THE LENGTHWISE PATTERN LINES CONTAINING POINTS "A" AND "B".



MEASURE DISTANCE AC AND BD AS SHOWN. DIFFERENCE BETWEEN AC AND BD IS REPORTED AS "DIAGONAL DIFFERENCE".

DEFINITIONS OF TERMS

- adhesive** – A substance that dries to a film capable of holding materials together by surface attachment. [Applying adhesive to the floor normally is accomplished with a trowel, airless spray, or roller.]
- adhesive transfer** – When installing carpet, the degree of coverage and/or penetration of the applied adhesive into the back of carpet, while maintaining full coverage of the floor. [The degree of coverage may be influenced by adhesive type, method of installation, open assembly time and other factors.]
- alkali** – A soluble substance with base properties and having a pH greater than 7.
- attached cushion** – Cushion material permanently bonded to the back of carpet and rugs by the manufacturer.
- baseboard** – A board skirting the lower edge of a wall, covering the junction of the wall and the floor.
- bow** – A distortion visible as wavy or crooked lines when viewed across carpet width or length.
- calcium chloride test** – ASTM F1869 test method that is used to obtain measurements of moisture vapor emission rates over concrete substrates.
- carpet cushion** – Material placed under carpet to provide resiliency, support, insulation qualities and noise reduction. Also referred to as carpet lining, padding, or underlay, although "carpet cushion" is the preferred industry term.
- conditioning** – The process of allowing the substrate, carpet, cushion and sundries to relax or acclimate to the proper environment into which it is to be installed as described in the text.
- dead man** – A device used in carpet installation to provide a point of resistance for facilitating stretching procedures. Construction is a board with strips of tack strip attached to the bottom side.
- direct glue down** – An installation method whereby the carpet is adhered to the floor using the proper adhesive.
- double glue down** – An installation method whereby the carpet cushion is first adhered to the floor, and the carpet is then adhered to the cushion using the proper adhesives.
- Double-headed mini-stretcher (crab stretcher)** – Hand device used for stretching carpet in a confined area and aligning patterns where a power stretcher cannot be used and is not practical. Also used for removing fullness at seams and closing gaps at seams.
- dry line** – A length of line or cord, which is stretched slightly above the carpet, but not touching the carpet, and used as a visual reference in pattern alignment. Lasers also may be used in this capacity.
- gully** – The distance between the tack strip and the wall. A gully should always be slightly less than the thickness of the carpet and not exceeding 3/8 inch.
- HVAC** – Acronym for "heating, ventilating, and air conditioning" referring to indoor climate control systems.
- knee-kicker** – An installation tool designed to position carpet and move it onto the tack strip. [NOTE: With the exception of stair installation, knee-kickers should only be used for positioning and hooking the carpet onto the tack strip and not for stretching carpet. A power stretcher, i.e. mechanical stretching device, should always be used for stretching carpet during installation. See definition of power stretcher.]
- modular carpet** – Various shapes and sizes of carpet precut during manufacturing with applied backings. Backing materials include thermoplastic PVC, polyethylene, polyolefin, bitumen, polyurethane and other compositions for cushion and dimensional stability. Also referred to as "carpet tiles."

needlepunched carpet – carpet made of a dense network of yarn fibers having a

open time – The earliest time interval between the spreading of adhesive on a substrate and the placement of a floor covering material into the adhesive for bonding.

patching – Floor preparation process of filling holes, cracks, and imperfections, etc., in a floor substrate prior to installation of carpet

pattern bow – A distortion visible as wavy or crooked pattern lines when viewed across carpet width.

pattern elongation – A variation of cumulative pattern measurements from one breadth to the next. Often referred to as "pattern run-off" or "repeat variation." [Sequencing of cuts minimizes effects.]

pattern skew – A distortion visible when the pattern on one side is slightly ahead of the pattern on the other side. Skew, or bias, describes pattern squareness.

pH – A value representing the concentration of hydrogen ions in gram equivalents per liter used to indicate the acidity or alkalinity (base) of a substance on a scale from 0 to 14 with 7 representing neutrality, numbers less than 7 increasing acidity, and numbers greater than 7 increasing alkalinity. [Use distilled water for laboratory and field testing for pH.]

power stretcher (i.e. mechanical stretching device) – A carpet installation tool used to stretch carpet for installation on the tack strip. Consists of a pinned plate that grips the carpet, tubular extensions, a padded end used to brace against an opposing wall or other structure, and a lever system that multiplies the installer's applied stretching force.

riser – The upright part of a step between two stair treads.

seam – In a carpet installation, the joints or interface of two pieces of carpet by the use of various securing techniques.

seam adhesive – A specifically formulated adhesive for securing and protecting cut edges of carpet to be seamed.

seam peaking – The slight elevation of taped seams, which usually renders the seam more visible, resulting from stretching of the carpet. [Sometimes referred to as "seam stress realignment" peaking is a natural and sometimes unavoidable condition and not the result of a manufacturing or installation defect. For additional information, refer to CRI Technical Bulletin "Peaking Seams in Stretch-In Carpet Installations."]

seam sealing (edge sealing) – Common term used to describe the application of seam adhesive to secure and protect cut edges of carpet to be seamed from edge raveling and delamination.

seaming tape – tape used for joining two sections of carpet. ["Hot melt" tape is pre-coated with a thermoplastic adhesive. Adhesives may be applied separately to other types of seaming tapes.]

secondary backing – Woven or non-woven fabric reinforcement laminated to the back of tufted carpet, usually with an adhesive, to enhance dimensional stability, strength, stretch resistance, and ease of handling.

selvage (selvedge) – The lengthwise, factory-finished edge portion of a carpet.

shoe molding – Wood or plastic strip with one corner edge rounded slightly. Used to conceal the floor/wall line junction or between larger moldings and floors.

stair nose – leading edge of a stair tread. For carpet installation, it is required that this edge be rounded.

stay nailing – A technique of temporarily fastening carpet to the floor using nails to prevent movement until permanent fastening with tack strips, adhesives, or other means is possible. This technique is commonly used to align patterned carpet.

stretch-in – Installation method whereby carpet is placed over separate carpet cushion and is secured in place, under tension, using a power stretcher (mechanical stretching device).

tack strip – Wood strip fastened to the floor near the walls of a room, containing either two or three rows of pins angled toward the walls on which the carpet is stretched and secured in a stretch-in installation. (Also referred to as “tackless strip”)

telegraphing – The gradual appearance of irregularities, imperfections, or patterns from a substrate onto the surface of the carpet or other floor covering.

threshold – The raised material beneath a door. Also known as a “door sill” or “saddle.”

transition molding – A wooden, metal, vinyl, or plastic strip, either quarter round or shoe molding, attached to the bottom of a baseboard or wall to cover the joint between wall and floor or to cover raw edges of carpet at doorways or where carpet abuts another type of floor covering. There are two basic types: 1) Applied before – Shapes put in place before carpet is installed and carpet is fitted to them, commonly called “gripper bar”; 2) Applied after – Shapes put in place on top of installed carpet commonly called “binder bar.”

tread – The horizontal part (walking surface) of a stair.

trowel – Hand implement used for metering and spreading adhesive to the floor or other substrate.

trueness of edge – Also referred to as lengthwise pattern bow. It is generally measured as maximum deviation from a straight line, over a defined distance, between common pattern points along the machine direction of the carpet.

tufted carpet – Carpet manufactured by the process of inserting pile yarns into a primary backing fabric through needles.

unitary carpet – Carpet backcoated with a compound intended to increase physical properties normally without the addition of a secondary backing.

plasticizer – A substance incorporated into polyvinyl chloride polymer or other polymers to increase flexibility, workability, or distensibility (capable of being extended).

working time (may be referred to as slip time) – The length of time available after covering the adhesive with carpet to make adjustments or manipulate the carpet.

woven carpet – Carpet produced on a loom. The lengthwise (warp) yarns and widthwise (weft or filling) yarns are interlaced to form the fabric. Carpet weaves, such as Wilton, Axminster and velvet, are complex, often involving several sets of warp and filling yarns for the pile and backing.



Installation

Modular Tile

NOTICE!

For best results, review the following guidelines prior to installation. Shaw will not be responsible for improper installation and failure to follow these guidelines may result in limiting your warranty coverage.

These installation procedures are intended for indoor use to assist in the installation Shaw modular carpet such as EcoWorx®, EcoWorx® ES and EcoLogix® under most job conditions. Specific questions regarding installation not covered within must be referred to Shaw Product Support at 1.800.471.7429. Any variance from these procedures will become the responsibility of the installer and not the manufacturer. Additional information regarding LokDots can be found at www.LokDots.com.

1. CONDITION YOUR SITE AND TEST

A proper installation depends on the proper site conditions. The following conditions must be maintained for 24 hours prior to, during and after installation:

- **HVAC System:** Must be operational maintaining the following conditions.
- **Temperature:** The installation site, carpet and adhesive must be between 65°F and 95°F. The adhesive will not function properly when applied over an extremely cold surface. Do not begin the installation if the subfloor temperature is below 50°F.
- **Humidity:** The installation site's ambient relative humidity must not exceed 65%.
- **Moisture:** Conduct relative humidity testing and results must be below 85% (ASTM F-2170) or the Anhydrous Calcium Chloride test must not exceed 5.0 lbs. per 1000 SF per 24 hours ASTM F-1869 test). Shaw recognizes RH as the qualifying standard.
- **Alkalinity:** Conduct pH testing on the floor in several locations. A reading below 5.0 or above 9.0 (ASTM F-710) requires corrective measures.

Do not begin the installation if an unacceptable moisture level is detected. Contact Shaw Product Support for additional recommendations. If excessive moisture is present, the general contractor or building owner must be advised and a decision made if the installation is to begin. Shaw Industries will not be responsible for any moisture related installation failures if these guidelines are not strictly followed.

2. PREPARE THE FLOOR

The substrates must be structurally sound, clean, level and dry. The substrate must be free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles and any other substance or condition that may prevent or reduce adhesion.

NOTE: Do not sand or scrape Vinyl Asbestos Tile (VAT) without proper attention to abatement procedures and precautions in accordance with all state and local codes. Shaw Industries makes no claims as to the acceptability of this procedure as a mitigation method in lieu of asbestos removal; and accepts no responsibility if any loose asbestos-containing floorings are affected upon removal of a Shaw Industries commercial broadloom.

Fill depressions or cracks with liquid latex additive Portland cement-based patching compound. Do not use oil-based (red) sweeping compounds; they leave oily deposits. You may use wax-based (green) sweeping compounds if you sweep and remove them immediately.

because flooring matters.



Installation

EcoWorx ES is a peel-and-stick system. It is extremely important that the subfloor be completely free of dust or debris that could contaminate the applied adhesive. To ensure a proper bond, apply latex primer such as Shaw 9050 to the sub floor to encapsulate any remaining dust prior to installation. Failure to prime the sub floor may result in installation failure.

Dusting/Powdering of Concrete: Prime the surface with a paint roll application of liquid latex such as Shaw 9050.

Patch, Leveler, Gypcrete: Prime the surface with a paint roll application of liquid latex such as Shaw 9050.

VCT and VAT: All tiles must be secure to the subfloor. Strip any wax from the surface.

Wood Subfloors: Floors must be Wood Association Approved and primed with a paint roll application of liquid latex such as Shaw 9050.

Raised Access Flooring: All panels must be smooth, level, secure and free of any material that will affect the adhesive bond. Carpet tiles must be installed offset from access panel seams. Gaps between panels must not exceed 1/16" (1.6 mm).

3. PREPARE EXISTING ADHESIVE

Existing Non Active Multipurpose Adhesive: Remove ridges, sweep or vacuum debris.

Existing Active Multipurpose Adhesive: Remove ridges then eliminate the adhesive tack with a product such as Shaw 6200.

Pressure Sensitive Adhesive Affected by Plasticizer Migration: If the previous carpet tile had a PVC backing and the plasticizer in the backing has transferred to the adhesive, you must thoroughly remove adhesive by wet scrapping.

Existing Pressure Sensitive Adhesive: Evaluate the tack level of the existing adhesive. If sufficient, the existing adhesive can be used to install Shaw's modular products. If insufficient, apply new adhesive over existing adhesive.

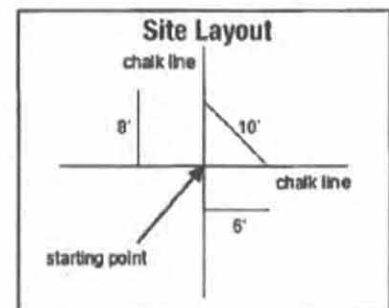
Active Cutback Adhesive: Wet scrape adhesive, reduce to a well-bonded residue and encapsulate with a product such as Shaw 9000.

Non Active Cutback Adhesive: Wet scrape adhesive and reduce to a well-bonded residue.

Do not use adhesive removers; they affect the bond and the new adhesive being applied.

4. LAY OUT YOUR SITE

- Start the modular installation as near to the center of the room as possible and position it to use the largest perimeter cut module size.
- Snap a chalk line parallel to one major wall bisecting the starting point. It may be necessary to offset the center chalk line to assure perimeter modules will be at least half size.
- Snap a second chalk line from the starting point at 90° to the first line. Use a 3-4-5, 6-8-10, or larger triangle depending on the room size. Meters or feet may be used to lay out the triangle in these proportions.



because flooring matters.



Installation

5. SELECT YOUR ADHESIVE

- Use a premium grade pressure sensitive adhesive such as Shaw 5000 or 5100.
- For antimicrobial protection, use Shaw 5036 (passes the AATCC 174 test).
- For excessive moisture, use Shaw 5900 (10 lbs./90% RH/pH 11) or LokDots (10 lbs./95% RH/pH 12). applicator.

6. APPLY YOUR ADHESIVE

Use a full spread of adhesive. The adhesive must be allowed to dry completely before installing the carpet. Installing into wet adhesive will result in a permanent bond and may cause the carpet to bubble. For EcoWorx ES no adhesive required.

Adhesive Coverage Rates

5000/5100: Use a 3/8" foam paint roller or 1/16 x 1/32 x 5/64 u-notch trowel. Approximate coverage rates are roller 35-40* yards per gallon; trowel 28 -33* yards per gallon.

5036: Requires 1/16 x 1/32 x 5/64 u-notch trowel application only. Antimicrobial effectiveness requires the use of proper adhesive application rates.

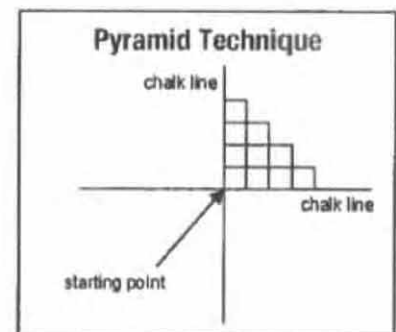
5900: Use a 3/8" foam paint roller or 1/16 x 1/16 x 1/16 v-notch trowel. Approximate coverage rates roller 35-40* yards per gallon; trowel 20* yards per gallon.

*Coverages shown are for estimating purposes only. Actual jobsite coverages may vary according to skill of the installer, porosity/texture of the sub floor or type/angle of trowel used.

7. INSTALL YOUR TILES

Install each full carton and complete an entire pallet before starting another pallet to minimize product variation. Each tile has directional arrows on the back. These arrows allow for one-directional or multi-directional installation. Some styles may be large scale or linear in design and require quarter turning. If you are unsure about whether or not your product requires a quarter turned installation, please call 1.800.241.4014.

- Begin installation at the intersection of two chalk lines. Continue until you complete one quadrant. Proceed to an adjoining quadrant until all four quadrants are completed. Larger areas may require chalk lines bisecting the original four quadrants.
- Install modules using the pyramid technique. This gives you multiple alignment checks. If the edges do not align and the misalignment increases with progression of the installation, find and correct the source of the problem.
- Carpet tiles come in various sizes. Shaw's EcoWorx tiles are offered in 24" squares and 18" x 36" rectangles. All Shaw tiles have directional arrows on the back of the tile. This facilitates the installation method which is based on the requirements of the product, or the preference of the customer.
- Slide modules into position to prevent yarn from being trapped between the modules. Trapped yarn will adversely affect the appearance of the installation and will cause alignment problems.



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APP 091

patcraft

Installation

- Modules must fit snugly, but not be compressed. Press the entire surface of the tile to ensure adhesion. Check for fit by measuring the length of ten full modules after installation. The measurement must not be less than, or exceed by more than 1/4 inch, the length of the modules being multiplied by ten. For example: if 24" X 24" modules are being installed, the measurement should be between 240 and 240 1/4 inches.
- Roll the entire installation with a 75 lb. or greater roller to assure the proper adhesion to the substrate.

Flatwire Cable Systems

- Flatwire cables should be installed on top of the adhesive and centered underneath the carpet tile for better seam quality.

8. CUT YOUR TILES

- Measure and cut tiles from the back using a straight edge. Be sure the arrows are pointing in the correct direction.
- Or let tiles cove up the wall and cut with a carpet knife, wall trimmer or similar tool. Do not compress.

9. POST INSTALLATION CARE AND PROTECTION

- Place plywood over the carpet when heavy objects are moved within 24 hours after installation.
- Use protective chair mats under chairs with casters. This will prevent excessive wear to the face and possible transfer of the pressure sensitive adhesive to the back of the carpet.
- Place a non-staining building material paper over the carpet to protect it when additional construction activity is to take place. Do not use plastic sheeting as it will trap moisture.



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Paseo Modular



Product Specifications

Collection Name	Beyond The Door
Style Number	I0316
Product Type	Modular
Construction	Multi-Level Pattern Loop
Fiber Type	Eco Solution Q® Nylon
Dye Method	100% Solution Dyed

	English	Metric
Gauge	1/12	47.24 per 10 cm
Stitches Per Inch	11	43.31 per 10 cm
Tufted Pile Height	3/32" Low - 6/32" High	2.38mm - 4.76mm
Tufted Yarn Weight	32.0	1,084.98 g/m²
Finished Pile Thickness	0.134	3.40 mm
Tile Size	24" X 24"	60.96 cm x 60.96 cm
Density	8,597	16.01 kilotex
Weight Density	275.104	
Pattern Repeat	None	
Protective Treatments	SSP® Shaw Soil Protection	
Primary Backing	Non-Woven Synthetic	
Secondary Backing	EcoWorx® Tile	
	Yes	

GSA Approved Product



Performance Specifications

Radiant Panel	Class I
NBS Smoke	Less Than 450
Electrostatic Propensity	Less Than 3.5 KV

Warranty Information

Lifetime Commercial Limited

Installation Methods



Environmental

Green Label Plus Certification
 Number
 NSF 140 Certification
 Cradle To Cradle Silver Certified

Certified GLP9968
 Platinum Certified



patcraft.com 800.241.4014



EcoWorx® Environmental Guarantee Reclamation Program

Dear Shaw Customer,

In addition to being good for the environment, recycling is a significant value-added service that we offer our customers. In order to be eligible for our EcoWorx Environmental Guarantee Reclamation Program, your project must adhere to the following Program Guidelines and Material Quality & Staging Requirements. Eligible EcoWorx Guarantee Projects are managed by Shaw Reclamation at no cost to the customer.

Program Guidelines

- Through its EcoWorx Environmental Guarantee, Shaw pledges to transport and recycle any tile or broadloom carpet made with EcoWorx backing within the United States and Canada at no cost to the customer.
 - For U.S. and Canada locations, requests of 500 square yards of greater are eligible under the Guarantee.
 - For Alaska, Hawaii, and other U.S. Territories and Mexico, requests of 5000 square yards or greater are eligible under the guarantee.
 - For all other international locations, requests of 5000 square yards or greater are eligible under the Guarantee.
 - Shaw will pay for the transportation cost of EcoWorx material back to Georgia from any international port.
 - Costs incurred to transport the material from its origin to an international port are not included as part of the Environmental Guarantee.
- The customer is responsible for preparing the material for shipment.
- The pick-up location must be able to accommodate a 53-foot trailer and a live load of the material.
 - Additional required services such as pup trailers, dropped trailers, etc. will be provided as necessary at additional cost. These services are available in the continental United States only.
 - The customer must load the trailer to maximize weight, starting in the nose of the trailer and working toward the rear.
 - Trailers must be clean of any non-carpet debris (i.e. construction waste, cardboard boxes, trash, etc.).
 - A trailer refusal fee will be applied to any project that is not available for pick-up at the scheduled time.
- Shaw will not be held liable for any non-conforming material or any charges that arise from disposing of non-conforming loads. Any additional costs or liability associated with a non-conforming load will be passed on to the customer.
- To initiate your EcoWorx Environmental Guarantee Reclamation Project, please complete and submit the attached EcoWorx® Guarantee Reclamation Project Request Form for eligibility and scheduling purposes. Please email the completed form to: Bea.brahmbhatt@shawinc.com & Stephanie.prather@shawinc.com. **Please complete and submit the form at least 10 business days prior to the expected pick-up date.**
- Shaw will provide a proof of recycling certificate upon project completion. The certification process may take up to 30 days from the pick-up date.

Material Quality & Staging Requirements

- Only EcoWorx tile or broadloom products may be included in the project (see back of product for confirmation). Other carpet types, carpet pad, or carpet with attached pad will not be accepted.
- Material must be dry and free of non-carpet debris. If trash or other materials are present on the load, trash handling and disposal charges will be applied.
 - Material must not contain vinyl, asbestos, or adhesives containing asbestos.
 - Bio hazardous or contaminated material will not be accepted.
- All material must be staged on pallets no wider than 4ft by 4ft (pallets must be able to be loaded in a trailer side-by-side.)
 - Do not mix tile and broadloom on the same pallet.
 - Tile should be stacked flat and neatly onto pallets at least 38" high and no higher than 44".
 - Broadloom carpet must be cut into strips and then formed into individual rolls. Rolls should be stacked and palletized at least 38" high and no higher than 44".
 - All pallets must be strapped to secure the material during shipment (at least 2 straps, one on each pallet side). Rope or twine can be used for strapping material if necessary.
 - Pallets that come apart in transit may result in additional handling charges.



EcoWorx® Environmental Guarantee
 Reclamation Program

**EcoWorx® Environmental Guarantee Reclamation Project Request
 Form**

Please allow 5 business days to schedule pickup from approval of the completed form.

Please email the completed form to:

Bea.brahmbhatt@shawinc.com

Stephanie.prather@shawinc.com

Shaw Sales Representative Information:	
Date of Request:	
Sales Specialist Name:	
Sales Specialist Contact Number:	
Sales Specialist Account Number:	
Sales Specialist Area #:	
Customer Information:	
Customer Name:	
Customer Acct Number:	
Reclamation Project Material Information:	
Square Yards Being Recycled	
Is this a customer claim return?	If yes, Claim # _____ or No _____
Carpet Type: Broadloom or Tile? (If both indicate approx. amts of each)	EcoWorx EPBL (EcoWorx Performance BL) _____
Reclamation Project Pickup Information:	
What is the largest container type the pickup Location can accommodate?	53 ft. trailer 26 ft. trailer 40 yd bin Other _____
Total # of Pallets to Pick Up:	
Specify other size trailer need(s):	
Does truck need to have a lift gate?	
Reclamation Project Contact Information:	
End Use Customer:	
Pickup address:	
Hours location is open for pick up:	
Contact Person at Pickup:	
Contact Information for On-Site Contact at Pickup:	Office: Cell: Email Address:
Name as to be listed on reclamation certificate:	
Email or Mailing Address to send certificate:	
Comments:	



Installation Instructions Data – RESILIENT TILE FLOORING – Wall Base

Installation Instructions for Burke Flooring Profiles Rubber Wall Base - Type TP

A. Intro & Preparations:

Burke Flooring manufactures first quality products with high quality materials, quality-controlled processes, and with careful inspection made before shipment. However, a quality installation is the responsibility of the installer. The installer should verify the accuracy of the order; check the material for damages or defects. Also, check for color match and/or shade/pattern variation during installation. If a problem is encountered, a Burke Flooring representative should be notified of any problems before the application continues.

Burke Flooring Products are manufactured for interior use only. If you have any questions about a particular condition, call 800-669-7010 and ask for Flooring Technical Assistance.

Installers and or End-Users are responsible for determining the suitability of Burke Flooring products by means of their own tests/research. Burke Flooring cannot accept responsibility for losses or damage resulting from improper use of this information, improper processes, improper working conditions, or workmanship.

Acclimate flooring products, adhesives, and all accessories at 65° F (18.3° C) - 85° F (29.5° C) for 48 hours prior to installation, during installation, and afterwards for another 48 hours. The Profiles Rubber Wall Base should be un-rolled during the conditioning period, allowing it to relax and settle.

If storing for more than the 2 days prior to installation, store all materials in a weather-tight enclosure. Do not stack pallets, and do not stack boxes any higher than you received them. When handling, keep the wall base face-to-face and back-to-back, just the same as they are packaged.

In rooms that are exposed to intense or direct sunlight, protect the materials from the sunlight during storage, conditioning before and after, and installation.

B. Surface Preparation:

Surface should be dry, smooth and clean from dirt, dust, paint, wax, oil, varnish, finishes, old adhesive, or any material that might interfere with bonding. Prepare the surface for smoothness by sanding, scraping or other physical means needed (do not use adhesive removers or chemicals). Ensure that the Wall/Sheetrock is properly mounted and stable. Repair and level any uneven spots, holes, gaps, joints, cracks and gouges with a good quality patching compound. Let the patching compound properly dry and sand area smooth.

Do not install Profiles Rubber Wall Base over vinyl wall coverings. To prepare, remove the vinyl wall covering to match the base height, permitting the base to be bonded to the wall underneath the vinyl wall covering.

Neutralize soft plaster with a coating of zinc sulfate mixed one pound per gallon of water. Allow plaster to dry.

Never install base on walls that will be exposed to moisture or drastic temperature changes.

C. Installation:

1. Precautions

This product MUST NOT be stretched! Care must be taken NOT TO PULL the cove base excessively when unwinding from the coil, or at any time during or prior to installation. Cove base WILL NOT SHRINK, but it will relax/return to its original length if stretched. When installing the base, work back towards the last piece installed or back toward the starting point of the job to prevent stretching. If you do not work back toward the last piece installed or back toward the starting point it is possible that the base will be slightly stretched and after it returns to its original length will leave gaps between pieces.

2. Conditions

Proper ventilation and adequate lighting should be available. **IMPORTANT:** All materials (the flooring products, adhesives, any patching, or leveling compounds, and the surface) need to be conditioned to 70 - 78 Degrees F, for 48 hours prior to installation, during installation, and for 48 hours after installation. Allow coiled base to lie flat for at least 48 hours at 70 degrees F minimum prior to installation.

3. Equipment

1. Burke Flooring BR-101 Wall Base Adhesive
2. Straight Edge
3. Utility Knife
4. 1/16" Square-Notched trowel
5. Tape Measure
6. Hand Roller
7. Carpenter's Square
8. Rags
9. Water, Rubbing Alcohol or Mineral Spirits

4. Application

On dry and porous surfaces, the base should be adhered to the wall with Burke Flooring's BR-101. Use a 1/16 inch Square Notched Trowel to spread the adhesive on the back of the base to within ¼" from the top. The adhesive should cover 90% of the back of the base. The adhesive can be spread on the wall if you prefer. If using a cartridge, then bead the adhesive from bottom to within a ½" approximately from the top. If using a multiple hole nozzle on your cartridge, use a 2-hole nozzle for 2.5" base, a 3-hole nozzle for 4" base, and a 5-hole nozzle for 6" base. Regardless of which method you use, insure that 90% of the back of the base is covered with adhesive.

On a non-porous surface, such as laminates, painted surfaces, and any other non-porous surface applications, you should remove the non-porous wall covering to the height of the base to allow the base to be applied to a porous surface. If you have a non-porous surface that cannot be removed, then install 3 pieces as a test with the BR-101 on the non-porous surface. Let sit for 24 hours and then check bond, if your bond is strong, go ahead with the application. BR-101 can work in some non-porous applications, but not all, testing is necessary. Do not use any contact cement on these products.

If the wall or floor are uneven, you may need to trim some ends in order to match up seams correctly. Use a utility knife or chop saw and cut from the face to the back.

Apply each piece of base once adhesive is applied, and use a hand-roller (or a clean rag and hand-pressure) to push into the base and towards the starting point, in order to properly join the base to the adhesive and avoid stretching.

Base installed on curves, or irregular surfaces, may need bracing.

Corners

Miter Cut pieces are available for making outside corners. If using the pre-cut corners from Burke Flooring, install these first. Apply adhesive and position in place. Take care to make a tight and even fit.

However you can make your own outside corners by miter cutting the material. Miter cut your pieces at 47 degrees, rather than 45. It allows more forgiveness to make an aesthetically pleasing corner. For Inside Corners, a Coping Corner looks best. Mitered inside corners are hard to make fit right, due to the corners of walls in buildings often being irregular in shape and contour. They can work though, if the buildings corners are clean and true.

Adhesive

BR-101 is Burke Flooring's Wall Base Adhesive. It is a water based latex-acrylic adhesive.

WARNING – IF ANY EXCESS ADHESIVE COMES UP BETWEEN THE SEAMS, OVER THE TOP, OR OOZES OUT OF ANY PLACE, CLEAN IT UP WHILE WET WITH A WET RAG. IF ADHESIVE IS DRY, YOU WILL NEED TO USE RUBBING ALCOHOL OR MINERAL SPIRITS. IT IS BEST TO CLEAN-UP WHEN WET, IT'S MUCH EASIER. IF YOU LET THE EXCESS DRY, IT WILL BE TOUGH TO REMOVE, AND SOME SUBSEQUENT DAMAGE MAY OCCUR TO THE BASE OR SURROUNDING AREA IN THE PROCESS.

4. Final Steps

Insure that all areas are securely bonded. Make any needed repairs.

Protect from other construction.

Maintain 70-78 degrees F for the next 48 hours.

Cleanup any excess adhesive as described above.

Do not perform maintenance for 24 hours.



Installation and Maintenance Instructions



THE ULTIMATE
FLOORING EXPERIENCE

Millwork® Profiles



Handling and Storage

1. Johnsonite wall base and adhesives must be site conditioned at room temperature for 48 hours prior to, during, and after installation. Room temperature must be maintained between 65° and 85°F (18° and 30°C) with HVAC system operating. A minimum temperature of 55°F (13°C) must be maintained afterwards. The ambient relative humidity should be between 40% and 60%.
2. Care must be taken not to pull the wall base excessively when removing it from the carton. **The wall base will not shrink,**

but it will relax to its original length, if stretched.

3. In areas that are exposed to intense or direct sunlight, the product must be protected during the conditioning, installation, and adhesive curing periods, by covering the light source.
4. The highest quality of materials and workmanship is employed in the manufacture of Johnsonite Flooring and careful inspection is made before shipment. However, a quality installation is the responsibility of the installer. It is the installer's responsibility to verify the

accuracy of the order and to ensure the materials are checked for damage, defects, and satisfactory color match. An authorized Johnsonite distributor or Johnsonite representative must be notified of any defects before installation proceeds.

5. Johnsonite cannot accept responsibility for any loss or damage that may result from the use of this information, due to processing or working conditions and/or workmanship outside our control. Users are advised to confirm the suitability of this product by their own tests.

General Surface Preparation

1. **All walls** must be clean, smooth, flat and dry. The surface must be free of all dust, loose particles, solvents, paint, grease, oil, wax, alkali, sealing/curing compounds, old adhesive, and any other foreign material, which could affect installation. Remove existing adhesive mechanically – do not use chemical adhesive removers or solvents. Fill all depressions, cracks, and other surface irregularities with a good quality patching compound.
NOTE: Contamination on the substrate can cause damage to the resilient wall base material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the wall

base material or used to mark the substrate as they could bleed through and stain the wall base material. If these contaminants are present on the substrate they must be mechanically removed prior to the installation of the flooring material.

Caution: Do not use liquid solvents or adhesive removers.

2. Do not install Johnsonite Millwork Resilient Wall Base over vinyl wallcoverings.
3. Do not install Johnsonite Millwork Resilient Wall Base over non-porous surfaces with Johnsonite 960 Wall Base Adhesive. Utilize Johnsonite 946 Premium Contact Adhesive following the non-porous application instructions for all non-porous surface installations.

4. Never install Johnsonite Millwork Resilient Wall Base on surfaces that will be exposed to drastic temperature changes or moisture.
5. **Terrazzo and Ceramic wall** surfaces must be thoroughly sanded to remove all glaze and waxes. Remove or replace all loose tiles and clean the grout lines. Use a Portland cement based leveling compound to fill all grout lines and other depressions.
6. **Steel wall** surfaces must be mechanically abraded to assist with the adhesive bond. The wall must be cleaned to remove all dirt, rust and other contaminants. When applying adhesive the non-porous installation instructions must be followed.

Millwork Wall Base Installation

1. Recommended Adhesives:

a. Porous Surfaces **ONLY:**

Johnsonite 960 Wall Base Adhesive
Trowel: 1/8" x 1/8" x 1/8" "SQ" notch

b. Non-Porous Surface:

Johnsonite 946 Premium Contact Adhesive
Apply adhesive with a Brush or Short Nap Roller

Caution: Allow the adhesive to dry to the touch with no transfer to the finger. Once the adhesive reaches the "dry-to-touch" state, the wall base must be installed within 45 minutes and immediately rolled.

2. Equipment Requirements:

- ♦ Standard or Sliding Compound Miter Saw equipped with a Carbide tip blade with 80 teeth or greater
- ♦ Utility knife
- ♦ Straight edge
- ♦ Tape measure
- ♦ Carpenter's square
- ♦ Slide Bevel & Protractor
- ♦ Hand roller

- ♦ Dividers (Crain 380 or equivalent)

3. Installation Procedure

- a. Cut the Millwork Resilient Wall Base to the required lengths using a Standard or Sliding Compound Miter Saw equipped with a Carbide tip blade with 80 teeth or greater.

Note: When butting wall base seams together, it may be necessary to square cut the factory edge if butt ends do not align.

- b. For installations on **porous wall surfaces** apply Johnsonite 960 Wall Base Adhesive to the ribbed surface (back) of the wall base with an 1/8" square-notched trowel. **The adhesive should cover 80% of the back surface.** Leave a 1/4" (6.35mm) uncovered space at the top of the wall base to prevent the adhesive from oozing onto the wall above the base when installed.

- c. For installations on **non-porous wall surfaces** (i.e.: metal, epoxy paint, ceramics, etc.) apply Johnsonite 946

Premium Contact Adhesive to both the wall surface and the back of the wall base. Allow adhesive to thoroughly dry to the touch. Carefully position the wall base on the wall surface.

Note: Once contact is made to the wall surface, the wall base cannot be moved.

- d. Position wall base on wall surface and roll with hand roller. **Always roll back to starting point to prevent stretching the wall base.**

4. Clean-up

- a. Use a clean white cloth dampened with water to remove wet adhesive from wall base, substrate, floor covering and tools.

- b. Dried adhesive may require the use of denatured alcohol applied to a clean white cloth. (Follow manufacturer's precautions when using denatured alcohol.)

Optional Quarter Round and Shoe Moulding Installation

1. The quarter round profiles (QTR) and the shoe moulding profile (SHU) are provided with a pressure sensitive adhesive backing for ease of installation.
2. After the Millwork Resilient Wall Base has been installed, wipe down the surface of

the wall base using denatured alcohol on a clean white cloth to remove any contaminants. Place the quarter round or shoe moulding profile on the floor with the adhesive backing facing the wall base.

3. Remove the release paper from the adhesive backing and press the moulding firmly against the face of the wall base. (Do not adhere the moulding to the floor) Roll with a 2" hand roller to ensure proper adhesion.

Millwork Wall Base Corner Installation

Johnsonite Millwork Resilient Wall Base Inside and Outside Corners are fabricated utilizing the same equipment and techniques required for traditional wood molding or baseboard profiles. To aid in productivity, start the job by determining the degrees of each outside and inside corner, write them on a piece of paper, and label each corner.

Outside Corners:

- a. Position a sufficient length of wall base on the wall so that it tightly abuts the previously installed section and extends past the corner.
- b. Using a pencil, mark the wall corner bend location along the top edge of the wall base.
- c. Set the saw blade angle to the required miter angle for the corner using a protractor.
- d. Place the wall base section against the saw fence or miter guide so the wall base is laying flat on the machine table with the contoured (show) surface facing up and perpendicular to the saw blade.
- e. Cut the wall base to the proper miter angle. Repeat this procedure for the other side of the corner.
- f. Place the two mitered sections of wall

base on the corner and check for proper fit. Trim, if necessary, to obtain a tight fit at the corner.

- g. To obtain a tighter and more secure fit between the two mitered sections at the corner, glue the two mitered areas together with Johnsonite 946 Premium Contact Adhesive.
- h. Apply the adhesive to the ribbed back of one section of the wall base corner, position the section in place, and roll with a hand roller to ensure proper adhesion to the wall surface.
- i. Apply adhesive to the ribbed back of the opposite side of the corner. Attention should be given to a tight and even fit to the corner.
- j. When possible Johnsonite 946 Premium Contact Adhesive can be applied to both miters, constructed, and then adhered to the wall.

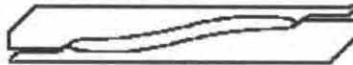
2. Inside Corners:

- a. Set the saw blade angle to the required miter angle for the corner using a protractor.
- b. Place the wall base section against the saw fence or miter guide so the wall base is laying flat on the machine table with the contoured (show) surface

facing up and perpendicular to the saw blade.

- c. Cut the wall base to the proper miter angle. Repeat the above procedure for the other side of the corner.
- d. Place the two mitered sections of wall base on the inside corner and check for proper fit. Trim, if necessary, to obtain a tight fit at the corner.
- e. To obtain a tighter and more secure fit between the two mitered sections at the corner, glue the two mitered areas together with Johnsonite 946 Premium Contact Adhesive.
- f. Apply the adhesive to the ribbed back of one section of the wall base corner, position the section in place, and roll with a hand roller to ensure proper adhesion to the wall surface.
- g. Apply adhesive to the ribbed back of the opposite side of the corner. Attention should be given to a tight and even fit to the corner.
- h. Another method is to cope the inside corner by cutting a reverse miter on the material and cutting along the edge of the finished face and miter with a utility knife. Rubbing the edge to be cut with a pencil will darken the line and make it easier to see when cutting.

NOTE: When using a single bevel miter saw, place a scrape piece of material on the machine table with the contoured (show) surface facing up. Reverse the section being cut and place it on top of the scrape piece. This is done to get a level cut on the Millwork. (See Figure 1)



(Figure 1)

Adhesive Clean Up

Excess adhesive should be removed during the installation process.

960 Wall Base Adhesive

- ♦ Use a clean white cloth dampened with water to remove wet adhesive from wall base, substrate, floor covering and tools.
- ♦ Dried adhesive may require the use of denatured alcohol applied to a clean white

cloth. (Follow manufacturer's precautions when using denatured alcohol.)

946 Premium Contact Adhesive

- ♦ Use a clean white cloth dampened with water to remove wet adhesive from wall

base, substrate, floor covering and tools.

- ♦ Dried adhesive may require the use of denatured alcohol applied to a clean white cloth. (Follow manufacturer's precautions when using denatured alcohol.)

Maintenance

1. Wait 72 hours after installation before performing initial cleaning.
2. A regular maintenance program must be started after the initial cleaning.
3. Johnsonite Millwork Wall Base is

maintained with regular wiping using a wet, clean, soft, white cloth.

4. A mild detergent may be added to the water.
5. Coarse scrubbing media or harsh cleaning

chemicals may damage the surface of the wall base.

For further questions please contact Johnsonite Technical Services Department at 1-800-899-8916.



Johnsonite
 A Tarkett Company

THE ULTIMATE
 FLOORING EXPERIENCE

Technical Services Department
 16910 Munn Road, Chagrin Falls, Ohio 44023
 (800) 899-8916 ext 9297 Fax (440) 632-5643
 www.johnsonite.com
 email: info@johnsonite.com
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CLARK COUNTY, NEVADA

Name of Firm _____

BID FORM
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION

This bid is submitted in response to the OWNER's Invitation to Bid and is in accordance with all conditions and specifications in this document.

CARPET AND BASE COVE INSTALLATION					
Item No.	Description	Unit of Measure	Est. Quantity	Unit Price	Extended Total
1	Removal & Disposal of Existing Glue Down Carpet	Sq. Yd.	12,000	\$	\$
2	Sub Floor Preparation	Sq. Yd.	12,000	\$	\$
3	Installation of Carpet Tiles	Sq. Yd.	12,000	\$	\$
4	Installation of Base Cove (4" or 6")	Linear Ft.	5,000	\$	\$
5	Non-specified work				\$25,000.00
GRAND TOTAL (Item Nos. 1 - 5)					\$

TERMS OF PAYMENT: _____ % _____ Calendar Days.

ATTACHMENTS TO BID FORM:

1. Attachment 1, Subcontractor Information, is completed and attached, if applicable.
2. Copies of the Technical Specification pages showing conformance to or variations from the specifications are attached.

The Bidder is responsible to ascertain the number of Addendums issued and hereby acknowledges receipt of the following Addendum(s):

Note: Failure in Addendum acknowledgements may result in bid rejection.

Addendum No. _____, dated _____ Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.

AUTHORIZED SIGNATURE OF BIDDER

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

PHYSICAL ADDRESS OF FIRM

TITLE (PRINT OR TYPE)

CITY, STATE, ZIP CODE

PHONE NUMBER OF BIDDER

MAIL/P.O. BOX OF FIRM

FAX NUMBER OF BIDDER

CITY, STATE, ZIP CODE

TOLL FREE NUMBER OF BIDDER

EMAIL ADDRESS

BUSINESS LICENSE INFORMATION:

Current State _____ License No. _____ Issue Date: _____ Expiration Date: _____

Current County _____ License No. _____ Issue Date: _____ Expiration Date: _____

Current City _____ License No. _____ Issue Date: _____ Expiration Date: _____

BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION

CONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY:

NAME OF FIRM: _____

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ ESB ☐ LBE
as defined below.

ETHNICITY: ☐ Asian American ☐ African American ☐ Hispanic American ☐ Native American
☐ Other: _____

STATE OF NEVADA BUSINESSES:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed two million dollars (\$2,000,000).

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business that has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

BUSINESSES IN OTHER STATES:

LARGE BUSINESS ENTERPRISE (LBE): An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

**ATTACHMENT 1
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, NBE, ESB subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ ESB
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ ESB
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ ESB
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____
4. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ ESB
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____
5. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ ESB
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____
6. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ ESB
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

☐ No MBE, WBE, PBE, SBE, NBE nor ESB subcontractors will be used.

**ATTACHMENT 2
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, CONTRACTOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

1. Format/Time: The CONTRACTOR, shall provide OWNER with Certificates of Insurance, per the sample format (page A-4), as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverage's as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) calendar days** after the award by the OWNER. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance. The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the OWNER.
3. OWNER Coverage: The OWNER, its officers, employees, agents and volunteers must be expressly covered as additional insured's except on workers' compensation insurance coverage's. The CONTRACTOR insurance shall be primary as respects the OWNER, its officers, employees, agents, and volunteers.
4. Endorsement/Cancellation: The CONTRACTOR general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR contractual obligation of additional insured to OWNER and must note that the OWNER will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. Worker's Compensation: Worker's compensation insurance in accordance with laws of the State of Nevada covering your employees.
6. Employer's Liability: Employer's liability with a minimum limit of \$1,000,000.
7. Automobile Liability: Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off the **construction site(s)**. Minimum limits per occurrence (accident) that you are required to maintain are:

a.	Bodily Injury	\$1,000,000.	per occurrence
and b.	Property Damage	\$1,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$1,000,000.	Combined single limit
8. Commercial Liability: Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and Subcontractors, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$2,000,000.
Products/Completed Operations Aggregate	\$2,000,000.
Personal and Advertising Injury	\$1,000,000.
Each Occurrence Limit	\$1,000,000.
9. Umbrella Liability: Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employer's liability and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

It is further required that all insurance be on an occurrence basis and not a *claim made* basis.

These are minimum requirements. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

Other sections that pertain to what you must provide and your responsibilities include:

You must furnish evidence that the above has been complied with prior to starting any work or services on your project.

10. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** without the express written permission of the OWNER.
11. Environmental and Clean-up Liability: **Environmental insurance shall not be less than \$1,000,000 aggregate** for the duration of this Contract.
12. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverage's required herein, OWNER may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
13. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of OWNER, caused in whole or in part by the CONTRACTOR, their subcontractors or anyone employed, directed, or supervised by CONTRACTOR.
14. Cost: The CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).
15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
16. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. Successful Bidder's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Umbrella Liability Excess Liability (\$5,000,000)
 5. Automobile Liability (Any Auto)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Description: Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:
Clark County
c/o Department of Aviation-Purchasing
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 9. Authorized Agent Signature

CLARK COUNTY CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER

1. INSURANCE BROKERS NAME, ADDRESS, PHONE & FAX NUMBERS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

3. BEST'S RATING

COMPANY
LETTER

A COMPANY'S

INSURED

2. NAME, ADDRESS, PHONE & FAX NUMBERS

COMPANY
LETTER

B BEST KEY

COMPANY
LETTER

C RATING

COMPANY
LETTER

D A- VII or BETTER

COMPANY
LETTER

E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE \$(D) 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$(E) 2,000,000
	CLAIMS MADE X OCCUR.				PERSONAL & ADV. INJURY \$(F) 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$(G) 1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE	(J) Deductible/Retention			FIRE DAMAGE (Any one fire) \$(H) 50,000
	INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person) \$(I)
5.	AUTOMOBILE LIABILITY	(K)	(L)	(M)	COMBINED SINGLE LIMIT \$(N) 1,000,000
	X ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS	(O) Deductible/Retention			
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$ 5,000,000
	UMBRELLA FORM				AGGREGATE \$ 5,000,000
	OTHER THAN UMBRELLA FORM				
6.	X WORKER'S COMPENSATION				STATUTORY LIMITS
					EACH ACCIDENT \$ 1,000,000
					DISEASE-POLICY LIMIT \$ 1,000,000
					DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

7. DESCRIPTION: Bid No. 17-604273- CARPET AND BASE COVE INSTALLATION FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

8. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY
C/O DEPARTMENT OF AVIATION
PURCHASING
5757 WAYNE NEWTON BLVD.
P.O. BOX 11005
LAS VEGAS, NV 89111-1005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. Authorized Agent

NAMED INSURED:					
POLICY PERIOD:		TO		ENDORSEMENT EFFECTIVE DATE:	
CONTRACT NO.	17-604273	TITLE:	CARPET AND BASE COVE INSTALLATION		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (as per form above)

Policy No:

General Liability - (as per form above)

Policy No.:

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

Section II

Who is an insured is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Authorized Agent (print name)

Signature

Date

ATTACHMENT 3

AFFIDAVIT

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as Bid No. 17-604273, entitled Carpet and Base Cove Installation;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada
County of Clark

On this _____ day of _____, _____, before the undersigned Notary Public, personally appeared _____, having proved on a satisfactory basis to be the person(s) whose name(s) _____ subscribed to this instrument, and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

ATTACHMENT 4 DISCLOSURE OF OWNERSHIP / PRINCIPALS

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BOCC") in determining whether members of the BOCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BOCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☐ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature _____	Print Name _____
Title _____	Date _____

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT

2



Shaw Industries, Inc.

Effective Date: 3/15/2015

State of Ohio Contract #800149

Style #	Product Identification	UOM	Proposed State Price \$250-\$50,000 Tier 1	Proposed State Price \$50,001- \$150,000 Tier 2	Proposed State Price \$150,000 + Tier 3
GSA Broadloom Carpet					
Shaw Contract Group					
5A046	3 Square UPAT	SY	\$24.52	\$23.90	\$23.27
5A130	Bloom Plush Upat	SY	\$44.12	\$43.31	\$42.50
60755	Bridge EPBL	SY	\$18.35	\$18.08	\$17.80
60737	Cadence EPBL	SY	\$21.91	\$21.46	\$21.01
60597	Casco UPAT	SY	\$25.01	\$24.36	\$23.72
60734	Charisma EPBL	SY	\$16.78	\$16.24	\$15.70
60550	Constellation TekLok	SY	\$14.99	\$14.63	\$14.27
5A091	Corded UPAT	SY	\$19.28	\$18.64	\$18.01
5A092	Cross Stitch UPAT	SY	\$18.13	\$17.53	\$16.93
5A048	Crown Colony III	SY	\$32.02	\$31.26	\$30.51
50912	Culture	SY	\$11.05	\$10.89	\$10.73
5A032	Design Series V30	SY	\$11.22	\$10.98	\$10.73
5A033	Design Series V36	SY	\$13.04	\$12.72	\$12.39
5A144	Earth Skin EBL	SY	\$23.48	\$22.96	\$22.44
60739	Entity EPBL	SY	\$16.75	\$16.35	\$15.95
60740	Entity TLK	SY	\$13.87	\$13.60	\$13.32
60754	Essence Ultraloc	SY	\$20.85	\$20.53	\$20.22
5A161	Fiber EBL	SY	\$26.75	\$25.64	\$24.52
60665	Field Trip EPBL	SY	\$15.92	\$15.72	\$15.52
5A157	Fine Line EPBL	SY	\$22.71	\$22.11	\$21.51
5A129	Float Plush Upat	SY	\$42.38	\$41.30	\$40.23
60689	Glade EPBL	SY	\$22.63	\$21.82	\$21.02
50645	Global	SY	\$14.63	\$14.29	\$13.94
5A020	Glow	SY	\$24.17	\$23.53	\$22.89
60707	Grace EPBL	SY	\$23.31	\$22.94	\$22.57
5A153	Gradient	SY	\$12.64	\$12.39	\$12.14
60735	Highlight EPBL	SY	\$18.16	\$17.87	\$17.58
60668	Hit The Books EPBL	SY	\$15.90	\$15.55	\$15.19
60708	Honor EPBL	SY	\$21.60	\$21.28	\$20.97
5A193	Inlay BL	SY	\$16.40	\$16.15	\$15.91
60589	Interplay TLK	SY	\$11.41	\$11.21	\$11.02
5A158	Intersect EBL	SY	\$22.49	\$22.01	\$21.52
5A035	Java	SY	\$18.07	\$17.80	\$17.54
60741	Joie EPBL	SY	\$25.43	\$24.71	\$23.99
5A013	Lustre UPAT	SY	\$24.04	\$23.42	\$22.79
60696	Meadow EPBL	SY	\$17.89	\$17.42	\$16.94
5A070	Mecca BL	SY	\$10.67	\$10.45	\$10.23
50895	Metro	SY	\$15.04	\$14.67	\$14.30
7P975	Military Housing 34	SY	\$8.95	\$8.84	\$8.73
60602	Momtentum IV	SY	\$10.04	\$9.88	\$9.72
5A082	Mosaic UPAT	SY	\$41.22	\$39.88	\$38.54

Shaw Contract Group	Broadloom (cont'd)				
50875	Movement Ult Pattern	SY	\$17.04	\$16.60	\$16.16
5A179	Natural Selection	SY	\$40.60	\$39.37	\$38.13
5A141	Navigate UPAT	SY	\$18.55	\$18.16	\$17.77
5A034	Palu	SY	\$20.12	\$19.64	\$19.16
60687	Pebble EPBL	SY	\$23.11	\$22.63	\$22.16
5A104	Perspective UPAT	SY	\$20.55	\$19.94	\$19.32
5A025	Peto II	SY	\$11.13	\$10.97	\$10.81
60598	Portland UPAT	SY	\$19.13	\$18.99	\$18.85
60736	Profile EPBL	SY	\$17.75	\$17.39	\$17.02
50881	Ripple	SY	\$16.47	\$16.05	\$15.63
60732	Scatter EPBL	SY	\$24.25	\$23.88	\$23.51
50521	Scepter II	SY	\$21.10	\$20.68	\$20.25
60514	Scholar II	SY	\$11.82	\$11.55	\$11.27
5A162	Sewn EPBL	SY	\$19.59	\$19.23	\$18.88
5A163	Shibori EBL	SY	\$21.82	\$21.33	\$20.84
5A156	Shift EBL	SY	\$26.34	\$25.80	\$25.27
60682	Simple Elegance EPBL	SY	\$17.20	\$16.84	\$16.47
5A167	The Creative Upat	SY	\$25.36	\$24.56	\$23.77
5A166	The Socialite UPAT	SY	\$26.54	\$25.84	\$25.15
5A151	Tint	SY	\$11.90	\$11.73	\$11.56
5A152	Tone	SY	\$11.60	\$11.43	\$11.26
60749	Trellis EPBL	SY	\$24.64	\$24.27	\$23.89
60710	Tribute EPBL	SY	\$23.79	\$23.22	\$22.66
60748	Twine EPBL	SY	\$24.64	\$24.27	\$23.89
50515	Utopian	SY	\$26.14	\$25.61	\$25.09
60742	Verve EPBL	SY	\$23.94	\$23.32	\$22.70
60738	Vestige EPBL	SY	\$22.09	\$21.48	\$20.87
60743	Vitae EPBL	SY	\$23.77	\$23.11	\$22.45
5A160	Weft EBL	SY	\$24.05	\$23.64	\$23.23
60745	Welcome II BL	SY	\$21.58	\$21.26	\$20.93
60709	Wisdom EPBL	SY	\$16.44	\$16.16	\$15.87
60753	Zeal Ultraloc	SY	\$20.85	\$20.53	\$20.22
I0104	Best Foot Forward BL	SY	\$11.97	\$11.80	\$11.62
I0165	Big Splash EPBL	SY	\$16.08	\$15.70	\$15.31
I0164	Big Splash!	SY	\$13.10	\$12.83	\$12.55
Z6510	Carlo	SY	\$17.33	\$16.66	\$16.00
I0132	Cloisonne II	SY	\$23.69	\$23.34	\$22.98
Z6403	Consider This	SY	\$19.54	\$19.11	\$18.68
I0277	Cosmic EPBL	SY	\$18.05	\$17.73	\$17.41
Z6398	Dash	SY	\$22.48	\$21.88	\$21.29
I0037	Double Exposure	SY	\$21.23	\$20.91	\$20.59
Z6400	Drive	SY	\$19.82	\$19.25	\$18.68
I0061	Duality	SY	\$18.45	\$18.18	\$17.90
I0078	Duet	SY	\$19.00	\$18.72	\$18.43
I0077	Duplicity	SY	\$16.46	\$16.21	\$15.97
Z6473	Dwell	SY	\$20.53	\$20.22	\$19.91
Z6399	Energy	SY	\$22.35	\$21.72	\$21.09
I0269	Enrich EPBL	SY	\$23.99	\$23.07	\$22.15
I0327	Entice EPBL	SY	\$25.21	\$24.83	\$24.45
I0147	Famous Last Words II	SY	\$13.03	\$12.84	\$12.65
I0339	Follow Through	SY	\$14.84	\$14.62	\$14.40
I0278	Formula EPBL	SY	\$16.81	\$16.14	\$15.48
I0270	Fulfill EPBL	SY	\$23.43	\$23.10	\$22.78
Z6506	Gio	SY	\$20.49	\$20.01	\$19.52
I0333	Grata EPBL	SY	\$22.62	\$22.28	\$21.94

Patcraft Cont...		Broadloom			
I0101	Homeroom II 26	SY	\$11.18	\$11.02	\$10.86
I0102	Homeroom II 28	SY	\$11.90	\$11.72	\$11.55
Z6425	Modern Appeal	SY	\$17.01	\$16.76	\$16.51
Z6509	Nino	SY	\$17.92	\$17.48	\$17.03
Z6375	Options	SY	\$18.75	\$18.24	\$17.73
I0338	Own It	SY	\$15.88	\$15.64	\$15.41
Z6376	Platform	SY	\$20.16	\$19.69	\$19.21
I0271	Resonate	SY	\$18.12	\$17.65	\$17.18
I0326	Resonate EPBL	SY	\$20.03	\$19.73	\$19.43
I0332	Rotolo EPBL	SY	\$22.62	\$22.28	\$21.94
I0050	Sound Investment	SY	\$11.45	\$11.29	\$11.12
I0060	Splash BL	SY	\$12.46	\$12.28	\$12.10
Z6367	Standout	SY	\$18.47	\$18.07	\$17.67
I0109	Strut your Stuff	SY	\$12.17	\$12.00	\$11.82
I0268	Sustain EPBL	SY	\$22.42	\$21.98	\$21.54
I0049	Sweet	SY	\$14.13	\$13.92	\$13.72
I0331	Tessa EPBL	SY	\$21.30	\$20.98	\$20.66
Z6468	Understated	SY	\$18.77	\$18.46	\$18.16
I0124	Work It	SY	\$10.91	\$10.75	\$10.59
Philadelphia Queen		Broadloom			
54729	Any Place BL	SY	\$10.63	\$10.48	\$10.33
54730	Any Time BL	SY	\$10.63	\$10.48	\$10.33
54728	Any Where BL	SY	\$10.63	\$10.48	\$10.33
50370	Ayers Hall II	SY	\$13.56	\$13.06	\$12.56
54568	Blended	SY	\$12.75	\$12.25	\$11.75
J0102	Broadcast	SY	\$12.65	\$12.16	\$11.66
54215	Camden Harbor II	SY	\$11.39	\$10.89	\$10.39
54214	Camden Harbor II	SY	\$11.02	\$10.52	\$10.03
54443	Camden Harbor II EPBL	SY	\$15.01	\$14.51	\$14.02
J0112	Change in Attitude BL	SY	\$12.56	\$12.07	\$11.57
54486	Charismatic	SY	\$15.83	\$15.33	\$14.83
54584	Color Accents BL	SY	\$13.22	\$13.03	\$12.83
54569	Crafted	SY	\$12.75	\$12.25	\$11.75
J0181	Cutaway BL	SY	\$9.40	\$9.27	\$9.13
J0182	Diagram BL	SY	\$9.40	\$9.27	\$9.13
54416	Direct Link	SY	\$11.48	\$10.98	\$10.48
J0186	Enchant	SY	\$10.95	\$10.80	\$10.64
J0185	Evoke	SY	\$11.75	\$11.52	\$11.29
54552	Fuse BL	SY	\$13.74	\$13.24	\$12.75
Philadelphia Queen		Broadloom (cont'd)			
54300	High Voltage BL	SY	\$13.38	\$12.88	\$12.38
54417	Hot Circuit	SY	\$13.29	\$12.79	\$12.29
54578	In Harmony	SY	\$12.75	\$12.25	\$11.75
54722	Laugh BL	SY	\$15.15	\$14.95	\$14.73
54723	Learn BL	SY	\$15.18	\$14.96	\$14.73
J0152	Make a Move	SY	\$16.37	\$15.87	\$15.38
J0062	Media	SY	\$14.29	\$13.79	\$13.29
54207	Modern Traditions	SY	\$12.84	\$12.34	\$11.84
54142	New Boundary	SY	\$14.38	\$13.88	\$13.38
54719	Nest BL	SY	\$10.86	\$10.71	\$10.55
J0069	No Limits BL	SY	\$11.75	\$11.25	\$10.75
J0052	Perfect Solution 26	SY	\$12.11	\$11.61	\$11.11
54510	Primus	SY	\$18.46	\$17.96	\$17.46
54140	Quest	SY	\$14.20	\$13.70	\$13.20
J0176	Rendered BL	SY	\$15.38	\$14.88	\$14.38
J0118	Resonance	SY	\$12.65	\$12.16	\$11.66
54450	Speak Easy	SY	\$12.02	\$11.52	\$11.02

Philadelphia Queen	Broadloom (cont'd)				
J0053	Synchronize	SY	\$13.83	\$13.34	\$12.84
54553	Unify BL	SY	\$13.74	\$13.24	\$12.75
54579	Unison	SY	\$12.75	\$12.25	\$11.75
54272	Vocation III 28	SY	\$9.57	\$9.48	\$9.39
54487	Well Suited BL	SY	\$14.37	\$14.16	\$13.95

Style #	Product Identification	UOM	Proposed State Price \$250-\$50,000 Tier 1	Proposed State Price \$50,001-\$150,000 Tier 2	Proposed State Price \$150,000 + Tier 3
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Shaw Contract Group

5T003	Absorbed Tile (24" X 24")	SY	\$22.66	\$22.06	\$21.45
59567	Adorn Tile (24" X 24")	SY	\$39.17	\$38.27	\$37.36
59384	Affluence Tile (24" X 24")	SY	\$27.19	\$26.74	\$26.29
5T015	Agate Tile (18" X 36")	SY	\$28.31	\$27.54	\$26.77
5T006	Align Tile (24"X24")	SY	\$21.32	\$21.00	\$20.68
59330	Ambient Tile (24" X 24")	SY	\$25.08	\$24.62	\$24.17
5T004	Applied Tile (24" X 24")	SY	\$22.66	\$22.06	\$21.45
59340	Balance EW24 (24" X 24")	SY	\$21.81	\$21.43	\$21.04
59465	Beam of Light Tile (24" X 24")	SY	\$24.18	\$23.70	\$23.22
5T043	Bias Tile (24"X24")	SY	\$23.65	\$23.30	\$22.94
5T025	Blend	SY	\$31.91	\$31.03	\$30.16
59572	Block Print Tile (24" X 24")	SY	\$25.37	\$24.81	\$24.24
59357	Blox EW24 (24" X 24")	SY	\$24.53	\$23.90	\$23.26
59596	Blur Tile (24" X 24")	SY	\$27.67	\$27.05	\$26.44
59529	Brilliance Tile (24" X 24")	SY	\$24.32	\$23.86	\$23.40
59113	Byline Tile (24" X 24")	SY	\$20.69	\$20.32	\$19.96
59554	Captivate Tile (24" X 24")	SY	\$20.46	\$20.23	\$20.00
59446	Casco Tile (24" X 24")	SY	\$36.18	\$35.40	\$34.61
59579	Catalyst Tile (24" X 24")	SY	\$18.09	\$17.59	\$17.09
59494	Chain Stitch Tile (24" X 24")	SY	\$30.20	\$29.46	\$28.73
59561	Charisma Tile (24" X 24")	SY	\$22.01	\$21.55	\$21.09
59583	Chroma Tile (24" X 24")	SY	\$25.43	\$25.03	\$24.62
59331	Classical Tile (24" X 24")	SY	\$26.06	\$25.23	\$24.41
59564	Clear Tile (24" X 24")	SY	\$18.75	\$18.36	\$17.96
59358	Color Play EW24 (24" X 24")	SY	\$22.73	\$22.18	\$21.63
59595	Colour Plank Tile (18" X 36")	SY	\$27.45	\$26.82	\$26.19
59342	Connect EW24 (24" X 24")	SY	\$21.13	\$20.71	\$20.29
59326	Constellation EW24 (24" X 24")	SY	\$22.10	\$21.74	\$21.38
59491	Corded Tile (24" X 24")	SY	\$27.02	\$26.51	\$25.99
59571	Craft Tile (24" X 24")	SY	\$26.33	\$25.74	\$25.15
59390	Décor Tile (24" X 24")	SY	\$26.48	\$25.90	\$25.33
59575	Diffuse Tile (24" X 24")	SY	\$19.30	\$18.79	\$18.27
59576	Disperse Tile (24" X 24")	SY	\$19.53	\$18.95	\$18.38
59427	Echo EW24 (24" X 24")	SY	\$30.46	\$29.96	\$29.46
59333	Electronica Tile (24" X 24")	SY	\$27.61	\$27.07	\$26.54
5T040	Embark Tile (24"x24")	SY	\$18.40	\$18.12	\$17.86
59573	Embellish Tile (24" X 24")	SY	\$25.53	\$24.93	\$24.32
59414	Embody EW24 (24" X 24")	SY	\$24.40	\$24.01	\$23.61
59456	Embrace Tile (24" X 24")	SY	\$23.81	\$23.11	\$22.42

Shaw Contract Group Cont...

59343	Emotion EW24 (24" X 24")	SY	\$21.80	\$21.44	\$21.07
5T033	Entree (24"X24")	SY	\$29.13	\$28.68	\$28.24
59457	Escape Tile (24" X 24")	SY	\$21.88	\$21.53	\$21.18
59424	Etch Tile (24"X24")	SY	\$24.73	\$24.36	\$23.98
59415	Evolve EW24 (24" X 24")	SY	\$24.16	\$23.64	\$23.11
5T059	Expand Tile (18"X36")	SY	\$26.76	\$26.36	\$25.95
59597	Fade Tile (18" X 36")	SY	\$27.95	\$27.23	\$26.52
59455	Focus Tile (24" X 24")	SY	\$22.36	\$21.90	\$21.44
5T062	Folded Edge Tile (18"X36")	SY	\$28.84	\$28.40	\$27.96
5T060	Folded Tile (18"X36")	SY	\$28.84	\$28.40	\$27.96
5T038	Fringe Tile (18" X 36")	SY	\$20.55	\$20.24	\$19.92
59360	Glitz Tile (24"X24")	SY	\$24.49	\$24.12	\$23.75
59534	Gradient Tile (24" X 24")	SY	\$22.30	\$21.78	\$21.26
59479	Groundworks III EW24 (24" X 24")	SY	\$27.19	\$26.69	\$26.19
5T037	Haze Tile (18"X36")	SY	\$20.55	\$20.24	\$19.92
5T024	Hint	SY	\$31.91	\$31.03	\$30.16
59580	Hybrid Tile (24" X 24")	SY	\$18.01	\$17.48	\$16.96
5T049	Ignite Tile (18"X36")	SY	\$24.69	\$24.32	\$23.95
59592	Imprint Tile (24" X 24")	SY	\$25.45	\$24.86	\$24.27
5T010	Infinite Tile (24" X 24")	SY	\$19.58	\$19.06	\$18.55
59558	Intrigue Tile (24"X24")	SY	\$20.68	\$20.27	\$19.86
5T016	Jasper Tile (18" X 36")	SY	\$28.31	\$27.54	\$26.77
59332	Jazz Tile (24" X 24")	SY	\$27.27	\$26.91	\$26.55
5T046	Kasuri Tile (24"X24")	SY	\$23.65	\$23.30	\$22.94
59359	Kinetic EW24 (24" X 24")	SY	\$23.02	\$22.42	\$21.81
59492	Knit Tile (24" X 24")	SY	\$30.35	\$29.82	\$29.30
59011	Laser Cut Tile (18" X 36")	SY	\$28.37	\$27.82	\$27.27
59106	Linage Tile (24" X 24")	SY	\$20.76	\$20.34	\$19.93
5T055	Linear Hexagon	SY	\$32.99	\$32.48	\$31.98
5T056	Linear Shift Hex	SY	\$32.99	\$32.48	\$31.98
59105	Link Tile (24" X 24")	SY	\$20.51	\$20.14	\$19.76
59362	Luminosity Tile (24"X24")	SY	\$25.03	\$24.65	\$24.27
59432	Man Made Tile(24"X24")	SY	\$46.72	\$46.01	\$45.29
5T048	Melt Tile (18"X36")	SY	\$24.69	\$24.32	\$23.95
5T044	Mesh Tile (24"X24")	SY	\$23.65	\$23.30	\$22.94
5T014	Mica Tile (18" X 36")	SY	\$28.31	\$27.54	\$26.77
59426	Mimic Tile (24"X24")	SY	\$27.64	\$27.22	\$26.80
59466	Mirror Image Tile (24" X 24")	SY	\$23.49	\$22.87	\$22.26
59383	Nothing To It EW24 (24" X 24")	SY	\$20.93	\$20.44	\$19.95
59598	Overlay Tile (18" X 36")	SY	\$28.40	\$27.74	\$27.08
59236	Parallels II EW24 (24" X 24")	SY	\$22.51	\$21.89	\$21.27
59425	Parody EW24 (24" X 24")	SY	\$28.98	\$28.60	\$28.23
5T034	Path Tile (24" X 24")	SY	\$26.65	\$26.25	\$25.85
59369	Peto 20 II EW24 (24" X 24")	SY	\$21.59	\$21.08	\$20.57
59371	Peto 26 II EW24 (24" X 24")	SY	\$23.10	\$22.62	\$22.15
5T035	Portal Tile (24" X 24")	SY	\$26.65	\$26.25	\$25.85
59449	Portland Tile (24" X 24")	SY	\$28.35	\$27.68	\$27.01
5T017	Quartz Tile (18" X 36")	SY	\$28.31	\$27.54	\$26.77
59361	Radiance EW24 (24" X 24")	SY	\$27.86	\$27.33	\$26.80
59523	Reed Tile (24" X 24")	SY	\$28.40	\$27.76	\$27.12
59469	Reflections IV EW24 (24" X 24")	SY	\$29.64	\$29.11	\$28.58
59363	Riche Tile (24" X 24")	SY	\$26.26	\$25.54	\$24.82
5T007	Sculpt Tile (24"X24")	SY	\$21.32	\$21.00	\$20.68
59356	Shadow Play EW24 (24" X 24")	SY	\$24.44	\$24.12	\$23.80
59336	Silence Tile (24" X 24")	SY	\$26.99	\$26.21	\$25.42
59381	Simply Done EW24 (24" X 24")	SY	\$21.78	\$21.52	\$21.26

Shaw Contract Group Cont...					
59539	Site Boundaries Tile (24" X 24")	SY	\$28.71	\$27.92	\$27.14
59550	Site Lines Tile (24" X 24")	SY	\$26.17	\$25.55	\$24.94
59591	Sketch Tile (24" X 24")	SY	\$26.11	\$25.49	\$24.87
59584	Spectrum Tile (24" X 24")	SY	\$26.14	\$25.45	\$24.76
59250	Stereo EW24 (24" X 24")	SY	\$29.32	\$28.87	\$28.41
59224	Straight Forward EW24 (24" X 24")	SY	\$21.69	\$21.40	\$21.10
59530	Striking Tile (24" X 24")	SY	\$24.69	\$24.14	\$23.59
59459	Synthesis IV EW24 (24" X 24")	SY	\$33.03	\$32.25	\$31.48
5T018	Tangle Tile (24" X 24")	SY	\$18.00	\$17.76	\$17.48
5T022	Technique Tile (24" X 24")	SY	\$30.91	\$30.44	\$29.97
5T019	Tempt Tile (24" X 24")	SY	\$18.37	\$18.10	\$17.52
59587	The Eccentric Tile (24" X 24")	SY	\$31.52	\$30.90	\$30.29
59585	The Socialite Tile (24" X 24")	SY	\$30.82	\$30.42	\$30.02
5T005	Trace Tile (24"X24")	SY	\$21.37	\$21.05	\$20.73
59563	Transparent Tile (24" X 24")	SY	\$18.25	\$17.89	\$17.53
59368	Tru Colors EW24 (24" X 24")	SY	\$28.14	\$27.44	\$26.73
59416	Unity EW24 (24" X 24")	SY	\$25.18	\$24.54	\$23.91
5T050	Unleash Tile (18"X36")	SY	\$24.69	\$24.32	\$23.95
5T023	Vanish	SY	\$31.91	\$31.03	\$30.16
5T036	Vapor Tile (18" X 36")	SY	\$20.55	\$20.24	\$19.92
5T009	Vast Tile (24" X 24")	SY	\$19.58	\$19.06	\$18.55
59594	Veil Tile (24" X 24")	SY	\$25.64	\$24.91	\$24.18
59089	Venture Capital EW24 (24" X 24")	SY	\$23.89	\$23.47	\$23.05
5T001	Vibrant Tile (24" X 24")	SY	\$22.66	\$22.06	\$21.45
5T002	Visible Tile (24" X 24")	SY	\$22.66	\$22.06	\$21.45
5T039	Wander Tile (24" X 24")	SY	\$22.02	\$21.69	\$21.36
59442	Weave accent tile	SY	\$50.18	\$49.24	\$48.31
59434	Weave Tile (24"X24")	SY	\$47.22	\$46.50	\$45.77
Patcraft Carpet Tiles					
10293	Ah Ha Tile (24" X 24")	SY	\$22.90	\$22.77	\$22.64
10166	Big Splash! Modular (24" X 24")	SY	\$21.72	\$21.36	\$20.99
10220	Cell Structure EW24 (24" X 24")	SY	\$23.64	\$23.20	\$22.77
10221	Cell Structure Small EW24 (24" X 24")	SY	\$23.51	\$23.23	\$22.96
10285	City Flora (24" X 24")	SY	\$23.45	\$22.96	\$22.47
10284	Clean Lines (24" X 24")	SY	\$22.54	\$22.03	\$21.51
10204	Color Choice Tile (24"X24")	SY	\$23.74	\$23.38	\$23.03
10110	Color Your World Tile (24"X24")	SY	\$19.63	\$19.34	\$19.05
10218	Conundrum (24" X 24")	SY	\$21.46	\$20.90	\$20.34
10283	Cool Rain (24" X 24")	SY	\$22.63	\$22.19	\$21.74
10119	Dazzle Tile (24"X24")	SY	\$22.65	\$22.31	\$21.97
10329	Deflect Tile (18" X 36")	SY	\$26.71	\$26.31	\$25.90
10330	Diverge Tile (18" X 36")	SY	\$26.71	\$26.31	\$25.90
10286	Earthen Weave (24" X 24")	SY	\$22.50	\$21.99	\$21.48
10227	Easy on the Eyes (24" X 24")	SY	\$18.18	\$17.78	\$17.38
Patcraft Carpet Tiles (Continued)					
10342	Enflexion Tile (24"X24")	SY	\$28.32	\$27.89	\$27.46
10340	Enform Tile (24"X24")	SY	\$26.25	\$25.85	\$25.45
10341	Enverse Tile (24"X24")	SY	\$26.25	\$25.85	\$25.45
Z6406	Exhilaration EW24 (24" X 24")	SY	\$23.91	\$23.27	\$22.63
10291	Experience EW24 (24" X 24")	SY	\$17.44	\$17.11	\$16.79
10279	Flex (24" X 24")	SY	\$19.95	\$19.44	\$18.93
10127	Homeroom II Tile (24"X24")	SY	\$20.57	\$20.26	\$19.96
10296	Hue Tile (24" X 24")	SY	\$25.29	\$24.71	\$24.12
10294	Idea Tile (24" X 24")	SY	\$24.20	\$23.60	\$22.99
Z6474	Intrinsic Tile (24"X24")	SY	\$19.87	\$19.58	\$19.28
10146	Linea Tile (24"X24")	SY	\$23.58	\$23.22	\$22.87
Z6476	Liquid Tile (24"X24")	SY	\$20.67	\$20.36	\$20.05

Patcraft Cont...		Carpet Tiles (Continued)			
Z6477	Loft Tile (24"X24")	SY	\$21.09	\$20.78	\$20.46
Z6447	Modern Geo Brite Tile (24"X24")	SY	\$25.84	\$25.45	\$25.06
Z6441	Modern Geometry Tile (24"X24")	SY	\$23.59	\$23.23	\$22.88
I0316	Paseo Tile (24" X 24")	SY	\$34.63	\$34.10	\$33.58
I0105	Pinstripe Tile (24"X24")	SY	\$20.81	\$20.50	\$20.19
I0317	Prado Tile (24"X24")	SY	\$36.09	\$35.54	\$34.99
I0118	Razzle Tile (24"X24")	SY	\$22.12	\$21.79	\$21.45
I0125	Scholastic II Tile (24"X24")	SY	\$18.09	\$17.82	\$17.55
I0126	Socrates II Tile (24"X24")	SY	\$20.79	\$20.48	\$20.17
I0074	Splash Tile (24"X24")	SY	\$22.35	\$22.01	\$21.68
Z6475	Studio Tile (24"X24")	SY	\$20.12	\$19.82	\$19.52
I0096	Tweed Tile (24"X24")	SY	\$19.18	\$18.89	\$18.61
Z6419	Twenty Two Tile (24"X24")	SY	\$20.90	\$20.59	\$20.27
Z6374	Indulgence EW24 (24" X 24")	SY	\$22.15	\$21.83	\$21.51
I0295	Jot Tile (24" X 24")	SY	\$24.86	\$24.51	\$24.17
I0226	Moving on Up (24" X 24")	SY	\$18.07	\$17.66	\$17.25
I0253	Octave Tile (24" X 24")	SY	\$23.00	\$22.46	\$21.91
I0254	Pitch Tile (24" X 24")	SY	\$22.90	\$22.36	\$21.81
I0288	Refract Light (24" X 24")	SY	\$21.78	\$21.21	\$20.64
I0287	Reveal Color (24" X 24")	SY	\$20.84	\$20.60	\$20.37
I0273	Science Tile (24" X 24")	SY	\$21.26	\$20.89	\$20.52
I0244	Serene Tile (24" X 24")	SY	\$26.31	\$26.00	\$25.69
I0239	Speak in Color (24" X 24")	SY	\$19.85	\$19.40	\$18.94
I0240	Speak in Design (24" X 24")	SY	\$19.90	\$19.36	\$18.82
Z6373	Splurge EW24 (24" X 24")	SY	\$22.84	\$22.32	\$21.80
I0274	Technology Tile (24" X 24")	SY	\$21.67	\$21.33	\$20.99
I0290	Thought (24" X 24")	SY	\$17.61	\$17.30	\$16.99
I0255	Timbre Tile (24" X 24")	SY	\$23.63	\$23.16	\$22.69
I0243	Tranquil Tile (24" X 24")	SY	\$25.93	\$25.28	\$24.62
I0301	Vim (24" X 24")	SY	\$18.50	\$18.02	\$17.54
I0252	Vital Tile (24" X 24")	SY	\$25.44	\$25.03	\$24.61
I0302	Vivid (24" X 24")	SY	\$18.50	\$18.02	\$17.54
Philadelphia Queen					
54588	Amaze Tile (24"X24")	SY	\$19.14	\$18.86	\$18.57
54436	Area (24" X 24")	SY	\$20.42	\$19.92	\$19.43
54596	Blink Tile (24"X24")	SY	\$18.99	\$18.71	\$18.42
54480	Capital III Tile (24" X 24")	SY	\$17.61	\$17.11	\$16.61
J0115	Chain Reaction (24" X 24")	SY	\$21.42	\$20.92	\$20.42
J0111	Change in Attitude Tile (24" X 24")	SY	\$22.42	\$21.92	\$21.42
54457	Channel Stitch (24" X 24")	SY	\$21.42	\$20.92	\$20.42
54462	Color Accents Tile (24"X24")	SY	\$22.87	\$22.52	\$22.18
J0192	Doers Tile (24"X24")	SY	\$22.19	\$21.85	\$21.52
J0143	Extreme (24" X 24")	SY	\$19.43	\$18.93	\$18.43
J0141	Fanatic (24" X 24")	SY	\$19.43	\$18.93	\$18.43
54565	Feedback (24" X 24")	SY	\$19.70	\$19.20	\$18.70
54520	Fuse (24" X 24")	SY	\$19.24	\$18.75	\$18.25
J0142	Gung Ho (24" X 24")	SY	\$19.43	\$18.93	\$18.43
54500	High Voltage Tile (24" X 24")	SY	\$21.87	\$21.38	\$20.88
J0187	Immerse Tile (24"X24")	SY	\$18.99	\$18.71	\$18.42
54497	Insite (24" X 24")	SY	\$20.24	\$19.74	\$19.24
54498	Intuition (24" X 24")	SY	\$20.24	\$19.74	\$19.24
54458	Mesh Weave (24" X 24")	SY	\$22.42	\$21.92	\$21.42
J0193	Motivators Tile (24"X24")	SY	\$22.19	\$21.85	\$21.52
54589	Mystify Tile (24"X24")	SY	\$19.14	\$18.86	\$18.57

Philadelphia Queen (Cont'd)					
J0108	No Limits Tile (24" X 24")	SY	\$19.97	\$19.47	\$18.97
54435	Range (24" X 24")	SY	\$20.42	\$19.92	\$19.43
J0177	Rendered Bark (24" X 24")	SY	\$22.15	\$21.65	\$21.15
J0178	Rendered Lines (24" X 24")	SY	\$22.15	\$21.65	\$21.15
J0179	Rendered Rock (24" X 24")	SY	\$22.15	\$21.65	\$21.15
J0116	Ripple Effect (24" X 24")	SY	\$21.42	\$20.92	\$20.42
54437	Rows (24" X 24")	SY	\$20.42	\$19.92	\$19.43
54488	Sound Advice Tile (24" X 24")	SY	\$19.97	\$19.47	\$18.97
54564	Static (24" X 24")	SY	\$19.70	\$19.20	\$18.70
J0126	Sync Up (24" X 24")	SY	\$22.24	\$21.74	\$21.24
54521	Unify (24" X 24")	SY	\$19.24	\$18.75	\$18.25
54492	Wired (24" X 24")	SY	\$18.16	\$17.66	\$17.16
Philadelphia Queen Walk Off Tiles					
54587	Step On It	SY	\$28.31	\$27.31	\$26.32
Carpet Tile (EW 24) 18" x 36" has 5 yards per box. Must be ordered by the box.					
Carpet Tile (EW24) 24" x 24" has 5.3333 yards per box. Must be ordered by the box.					
Style #	Product Identification	UOM	Proposed State Price \$250-\$50,000 Tier 1	Proposed State Price \$50,001-\$150,000 Tier 2	Proposed State Price \$150,000 + Tier 3
GSA Commercial Resilient Flooring					
Shaw Contract Group					
0301V	Basstones	SY	\$25.16	\$24.77	\$24.38
0001V	Biolife	SY	\$27.30	\$27.16	\$26.84
0302V	Chromatones	SY	\$26.42	\$26.01	\$25.59
0203V	Crete	SF	\$3.07	\$3.03	\$3.66
0116V	Native Origins	SF	\$1.78	\$1.71	\$1.65
0002V	NatureLife	SY	\$25.28	\$24.94	\$24.60
0186V	Quiet Cover	SF	\$3.43	\$3.38	\$3.31
0187V	Uncommon Ground 4"	SF	\$3.07	\$3.03	\$3.66
Patcraft					
I600V	Click Refresh	SF	\$3.00	\$2.95	\$2.91
I500V	Forge Ahead	SY	\$27.30	\$27.16	\$26.84
I400V	Brookwood	SY	\$25.28	\$24.94	\$24.60
Philadelphia Queen					
5403V	Solace	SY	\$24.57	\$24.27	\$23.81

GSA Carpet Cushion			Tier 1	Tier 2	Tier 3
Shaw Contract Group					
CT200	Dura Tech 14 lb. 6 foot direct glue	**SY	\$4.73	\$4.68	\$4.63
CF200	Dura Tech 14 lb. 6 foot double glue	**SY	\$5.47	\$5.42	\$5.37
CT100	Dura Tech 16 lb. 6 foot direct glue	**SY	\$3.92	\$3.87	\$3.82
CF100	Dura Tech 16 lb. 6 foot double glue	**SY	\$4.88	\$4.83	\$4.77
207FT	FiberTouch 20/12	**SY	\$1.77	\$1.72	\$1.67
287FT	FiberTouch 28/12	**SY	\$1.99	\$1.94	\$1.89
327FT	FiberTouch 32/12	**SY	\$2.42	\$2.37	\$2.31
409FT	FiberTouch 40/12	**SY	\$2.85	\$2.80	\$2.75
Patcraft					
200DW	Dura Tech 14 lb. 6 foot direct glue	**SY	\$4.73	\$4.68	\$4.63
200DF	Dura Tech 14 lb. 6 foot double glue	**SY	\$5.47	\$5.42	\$5.37
100DW	Dura Tech 16 lb. 6 foot direct glue	**SY	\$3.92	\$3.87	\$3.82
100DF	Dura Tech 16 lb. 6 foot double glue	**SY	\$4.88	\$4.83	\$4.77
227FT	FiberTouch 20/12	**SY	\$1.77	\$1.72	\$1.67
313FT	FiberTouch 28/12	**SY	\$1.99	\$1.94	\$1.89
347FT	FiberTouch 32/12	**SY	\$2.42	\$2.37	\$2.31
437FT	FiberTouch 40/12	**SY	\$2.85	\$2.80	\$2.75
Philadelphia Queen					
DT200	Dura Tech 14 lb. 6 foot direct glue	**SY	\$4.73	\$4.68	\$4.63
FB200	Dura Tech 14 lb. 6 foot double glue	**SY	\$5.47	\$5.42	\$5.37
DT100	Dura Tech 16 lb. 6 foot direct glue	**SY	\$3.92	\$3.87	\$3.82
FB100	Dura Tech 16 lb. 6 foot double glue	**SY	\$4.88	\$4.83	\$4.77
221FT	FiberTouch 20/12	**SY	\$1.77	\$1.72	\$1.67
307FT	FiberTouch 28/12	**SY	\$1.99	\$1.94	\$1.89
341FT	FiberTouch 32/12	**SY	\$2.42	\$2.37	\$2.31
431FT	FiberTouch 40/12	**SY	\$2.85	\$2.80	\$2.75

****Must purchase in roll quantity**

Style #	Product Identification	UOM	Proposed State Price 1-5 units Tier 1	Proposed State Price 6-10 units Tier 2	Proposed State Price 11 units+ Tier 3
GSA Flooring Accessories					
Shaw Contract Group					
H1000	Broadloom Adhesive, 4 Gal.	Pail	\$31.12	\$30.64	\$30.17
H1200	Multi-Purpose Adhesive	Pail	\$29.39	\$28.93	\$28.47
H5100	Pressure Sensitive Adhesive	Pail	\$69.39	\$68.31	\$67.23
H4000	Adhesive, Seam Sealer / 12 qt.	Quart	\$9.19	\$9.05	\$8.91
H3500	Eco Broadloom Adhesive	Pail	\$40.37	\$34.71	\$29.04
H3600	Eco Flor Sept Adhesive	Pail	\$42.81	\$42.15	\$41.49
H8300	Adhesive, Eco Broadloom Seam Sealer	8 oz.	\$6.16	\$6.06	\$5.96
00LDR	Adhesive, LokDot SCG	Sleeve	\$261.96	\$256.93	\$251.89
00LDA	Adhesive, LOKDOT Applicator SCG	Applicator	\$60.45	\$55.42	\$50.38
012VS	Adhesive, LG 4100-4G units	Pail	\$119.91	\$119.91	\$119.91
009VS	Adhesive, LG 4100-4G roll goods	Pail	\$119.91	\$119.91	\$119.91
Patcraft					
S102V	Adhesive, LG 4100-4G roll goods	Pail	\$119.91	\$119.91	\$119.91
S103V	Adhesive, LG 4100-4G units	Pail	\$119.91	\$119.91	\$119.91
Philadelphia Queen					
212vs	Adhesive, LG 4100-4G units	Pail	\$119.91	\$119.91	\$119.91
259vs	Adhesive, LG 4100-4G roll goods	Pail	\$119.91	\$119.91	\$119.91

GSA Flooring					
Style #	Product Identification	UOM	Proposed State		
Options					
Standard	Variation				
ClassicBac	TekLoc	SY	\$2.50	Backing Option	
ClassicBac	SoftBac	SY	\$1.20	Backing Option	
ClassicBac	Unitary	SY	\$1.76	Backing Option	
ClassicBac	Ultraloc Pattern	SY	\$2.82	Backing Option	
ClassicBac	Ecoworx BL	SY	\$4.68	Backing Option	
ClassicBac	Ultra-Loc MPC	SY	\$7.25	Attached High Perform. Cushion	
ClassicBac	ClassicBac PC	SY	\$6.20	Backing Option	
ClassicBac	Ecoworx PBL	SY	\$5.35	Recycled High Perform. Backing	
TekLok/Upat	Ultra-Loc MPC	SY	\$5.40	Attached High Perform. Cushion	
TekLok/Upat	Ecoworx PBL	SY	\$3.55	Recycled High Perform. Backing	
TekLok/Upat	Ecoworx BL	SY	\$2.36	Backing Option	
Ultra-Loc MP	Ultra-Loc MPC	SY	\$3.40	Attached High Perform. Cushion	
Ultra-Loc MP	TekLoc	SY	-\$0.50	Backing Option	
Ecoworx BL	Ecoworx PBL	SY	\$1.51	Backing Option	
Ecoworx BL	Ultra-Loc MPC	SY	\$3.42	Backing Option	
Ecoworx PBL	Ecoworx BL	SY	-\$0.50	Backing Option	
EcoWorx	EcoWorx ES	SY	\$2.60	Peel and Stick self adhesive	
EcoWorx	Eco Logic/Ergoflex	SY	\$4.10	Polyurethane Recycled Cushion	
EcoWorx	Eco Logic/Ergoflex ES	SY	\$6.10	Attached Cushion Peel and Stick	
	* Minimum 150 yards plus overage (for backings)				
	Color or Pattern	(Overage included)	Custom Options		

GSA Flooring					
Optional Installation					
	Style #	Description	UOM	Proposed State	
Type		Basic	Maximum	UOM	
Direct Glue		\$6.05	\$9.31	SY	
Direct Glue with Cushion		\$6.66	\$9.92	SY	
Double Stick (pad not inc.)		\$9.00	\$11.84	SY	
Stretch-in over Cushion (pad not incl.)		\$7.87	\$11.57	SY	
Carpet Tiles (Full Spread)		\$7.26	\$10.52	SY	
Furniture Lifting for Carpet Installation (Shaw VIT)		\$18.00	\$24.84	SY	
Removal/Disposal of Carpet		\$2.00	\$6.84	SY	
Vinyl Base 2", 4" or 6" (labor and material - Standard products, color and composition)		\$1.50	\$3.84	LF	
Floor Prep/Patching		\$0.35	\$6.84	SF	
Recycling existing carpet (500sy minimum)		\$1.50	\$4.34	SY	
Additional man labor hours (regular time)		\$40.00	\$90.84	HOUR	
Additional man labor hours (weekend & evenings) excludes holidays		\$60.00	\$120.84	HOUR	
Transition Strips (labor & material - Standard products, colors and composition)		\$2.00	\$5.84	LF	
Floor Sealer (Material & labor)		\$0.25	\$5.84	SF	
Sheet Goods (Flat Lay)		\$17.00	\$23.34	SY	
Heat Weld (Seams)		\$1.75	\$4.84	LF	
Sheet Goods (Flash Cove)		\$22.00	\$29.84	SY	
Flash Cove		\$2.25	\$5.84	LF	
LVT		\$1.00	\$3.84	SF	
Click (Snap LVT)		\$1.75	\$4.34	SF	
Minor Floor Prep		\$0.50	\$1.84	SF	
Shaw VIT pricing is based on low to medium dense office			(Min.order \$250)	Min. order \$500.00)	
Vertical Furniture Lift System, used to replace carpet tile under systems office furniture.					
**Note: When installation is purchased, the contract price will be increase in states where the vendor must pay state or local tax.					
Project /Business Management Services					
Project/Business Management Fee 10%					

NON GSA PRODUCTS					
Style #	Product Identification	UOM	Proposed State Price \$250-\$50,000 Tier 1	Proposed State Price \$50,001-\$150,000 Tier 2	Proposed State Price \$150,000 + Tier 3
NON- GSA Broadloom					
Shaw Contract Group					
60727	Accomplish	SY	\$16.39	\$16.22	\$16.05
60728	Accomplish classicbac®	SY	\$13.37	\$13.06	\$12.75
402Y7	Adras upat	SY	\$31.56	\$29.87	\$28.19
60283	Ambition II	SY	\$5.11	\$5.01	\$4.91
60256	Ambition II 20	SY	\$6.62	\$6.51	\$6.41
60257	Ambition II 26	SY	\$7.63	\$7.49	\$7.36
5A208	Artisan Loom	SY	\$28.83	\$28.40	\$27.96
60563	Associate	SY	\$10.69	\$10.54	\$10.40
700C5	Battalion	SY	\$10.37	\$10.24	\$10.11
5A125	Blog BL	SY	\$12.58	\$12.39	\$12.21
5A126	Blog teklok®	SY	\$13.31	\$12.96	\$12.60
60746	Bon Jour II BL	SY	\$21.58	\$21.25	\$20.93
5A050	Cambric	SY	\$31.01	\$30.33	\$29.65
7R713	Cargo (b)	SY	\$8.96	\$8.85	\$8.74
7R621	Casual living-s	SY	\$10.67	\$10.53	\$10.39
5A211	Chok Loom	SY	\$28.83	\$28.40	\$27.96
5A102	Clarity	SY	\$19.91	\$19.40	\$18.88
60766	Collage BL	SY	\$18.47	\$18.19	\$17.91
7P352	Colonel	SY	\$7.65	\$7.56	\$7.47
7K456	Command post	SY	\$8.59	\$8.48	\$8.37
7K461	Commander	SY	\$16.54	\$16.31	\$16.08
60660	Constellation	SY	\$17.60	\$17.23	\$16.86
7R765	Constitution	SY	\$19.65	\$19.37	\$19.09
5A178	Core	SY	\$21.20	\$20.48	\$19.77
60764	Dawn	SY	\$19.81	\$19.51	\$19.22
5A116	Delivered	SY	\$10.32	\$10.06	\$9.79
5A084	Detail	SY	\$32.57	\$32.15	\$31.73
60767	Digits BL	SY	\$18.47	\$18.19	\$17.91
5A184	Dimension	SY	\$17.17	\$16.97	\$16.77
5A065	Divide	SY	\$11.26	\$11.02	\$10.78
5A093	Double knit	SY	\$22.21	\$21.64	\$21.08
60765	Dusk	SY	\$19.81	\$19.51	\$19.22
60662	Easy living	SY	\$26.54	\$26.20	\$25.86
5A164	Eclectic	SY	\$11.11	\$10.89	\$10.66
60128	Eco resort	SY	\$9.87	\$9.75	\$9.63
5A067	Edit	SY	\$11.81	\$11.60	\$11.40
5A066	Equal	SY	\$11.30	\$11.11	\$10.91
50913	Evolution	SY	\$11.61	\$11.39	\$11.16
60561	Evolve	SY	\$19.48	\$18.83	\$18.19
60663	Expert	SY	\$17.12	\$16.60	\$16.08
60535	Expert teklok®	SY	\$14.25	\$14.03	\$13.81
60664	Expose	SY	\$15.82	\$15.50	\$15.17
60594	Expose teklok®	SY	\$12.95	\$12.79	\$12.63

Shaw Contract Group Cont...

7M266	F-16 falcon	SY	\$14.43	\$13.93	\$13.44
7R725	Fine affair	SY	\$9.05	\$8.98	\$8.91
5A175	Flare	SY	\$11.57	\$11.35	\$11.13
5A174	Flicker	SY	\$11.50	\$11.35	\$11.19
60725	Flourish	SY	\$16.49	\$16.27	\$16.05
60729	Flourish classicbac®	SY	\$13.47	\$13.17	\$12.88
4287W	Forged	SY	\$25.17	\$25.02	\$24.87
5A038	Fossil	SY	\$9.74	\$9.54	\$9.34
4287V	Foundry	SY	\$23.58	\$22.88	\$22.19
60565	Free for all	SY	\$19.57	\$19.24	\$18.92
50786	Fusion	SY	\$20.03	\$19.71	\$19.40
7P369	General	SY	\$8.58	\$8.47	\$8.36
7R748	Greystone I	SY	\$10.16	\$10.03	\$9.89
7R824	Ground force	SY	\$10.27	\$10.14	\$10.01
5A090	Groundworks III	SY	\$20.59	\$20.29	\$19.98
60127	Harbor	SY	\$9.23	\$9.17	\$9.11
60114	Homestead	SY	\$7.60	\$7.55	\$7.51
5A177	Illuminate	SY	\$16.08	\$15.82	\$15.56
700F0	Infantry	SY	\$9.40	\$9.28	\$9.16
700W0	Infantry	SY	\$9.90	\$9.77	\$9.64
50914	Innovation	SY	\$13.18	\$12.96	\$12.75
5A036	Kendari	SY	\$19.47	\$19.11	\$18.76
5A159	Lana	SY	\$31.84	\$31.26	\$30.68
5A071	Lavish	SY	\$23.10	\$22.53	\$21.95
5A183	Layer	SY	\$17.38	\$16.78	\$16.17
4287N	Lead glass	SY	\$27.27	\$27.08	\$26.89
7R726	Life treasures	SY	\$10.02	\$9.65	\$9.28
5A086	Line	SY	\$32.38	\$31.97	\$31.57
5A103	Magnify	SY	\$21.76	\$21.22	\$20.69
5A140	mainframe	SY	\$17.35	\$17.01	\$16.68
5A079	Man Made	SY	\$41.09	\$39.77	\$38.46
5A080	Man Made Stria	SY	\$48.80	\$48.08	\$47.37
5A165	Meld	SY	\$11.32	\$11.08	\$10.84
700H1	Military Housing 29	SY	\$7.56	\$7.47	\$7.38
7R608	Mobility 12'	SY	\$8.49	\$8.39	\$8.28
7R609	Mobility 15'	SY	\$8.68	\$8.56	\$8.45
5A049	Niello	SY	\$30.75	\$30.11	\$29.46
60564	On a Roll	SY	\$18.63	\$18.30	\$17.97
7R678	Paradise Manor Softbac	SY	\$24.19	\$23.99	\$23.80
60366	Parrallels II BL	SY	\$11.53	\$11.31	\$11.09
7R730	Picerne Mhs 2	SY	\$6.82	\$6.74	\$6.66
700F2	Pilot	SY	\$6.73	\$6.65	\$6.57
60726	Prosper	SY	\$15.91	\$15.66	\$15.41
60730	Prosper Classic back	SY	\$12.89	\$12.60	\$12.32
60192	Residence Inn I	SY	\$13.69	\$13.31	\$12.94
60195	Residence Inn III	SY	\$18.18	\$17.54	\$16.90
60194	Residence Inn II	SY	\$15.77	\$15.48	\$15.18
60163	Sanctuary	SY	\$10.70	\$10.46	\$10.22
5A115	Sealed	SY	\$10.12	\$9.88	\$9.65
5A127	Shadow Plush	SY	\$46.84	\$46.26	\$45.67
5A017	Shimmer	SY	\$17.40	\$16.94	\$16.48
5A114	Signed	SY	\$10.08	\$9.85	\$9.62
60760	Social Media BL	SY	\$14.32	\$14.11	\$13.90
5A137	Solid	SY	\$17.81	\$17.59	\$17.36
50911	Space	SY	\$11.52	\$11.29	\$11.07
7R605	St. Claire (B)	SY	\$13.95	\$13.76	\$13.57
7P913	St. Claire (S)	SY	\$13.58	\$13.40	\$13.22

Shaw Contract Group (Cont'd)					
7R610	St. Ives	SY	\$12.40	\$12.24	\$12.07
5A075	Stitch	SY	\$21.44	\$20.97	\$20.49
5A076	Stitch Grid	SY	\$22.24	\$21.73	\$21.22
5A072	Stunning	SY	\$23.12	\$22.75	\$22.37
5A128	Swirl Plush	SY	\$47.35	\$46.52	\$45.70
5A037	Terra	SY	\$9.74	\$9.55	\$9.35
5A123	Text BL	SY	\$12.50	\$12.32	\$12.14
5A124	Text teklok	SY	\$13.27	\$13.07	\$12.87
60566	Think Big TekLok	SY	\$20.02	\$19.27	\$18.52
5A112	Thread	SY	\$62.07	\$60.83	\$59.59
5A180	Timber	SY	\$21.07	\$20.81	\$20.55
4287S	Tin Ceiling	SY	\$23.57	\$22.91	\$22.26
7R500	Troops	SY	\$7.43	\$7.34	\$7.24
7R671	Troops 15	SY	\$7.98	\$7.88	\$7.78
5A111	Tweed	SY	\$65.73	\$64.64	\$63.55
60117	Upscale	SY	\$8.58	\$8.42	\$8.26
50462	Venture Capital	SY	\$14.64	\$14.35	\$14.07
60185	Villa	SY	\$14.24	\$14.04	\$13.84
5A081	Weave	SY	\$44.50	\$43.23	\$41.95
50742	Zanaibar	SY	\$24.54	\$23.80	\$23.06
5A058	Ziba	SY	\$27.32	\$26.86	\$26.39
Patcraft					
I0246	Approach	SY	\$11.92	\$11.46	\$10.99
I0266	Arrange	SY	\$17.11	\$16.56	\$16.02
Z6432	Buy In	SY	\$11.40	\$10.94	\$10.49
Z6424	City Style	SY	\$21.73	\$21.13	\$20.52
Z6421	Coast	SY	\$19.47	\$18.94	\$18.41
I0267	Compose	SY	\$18.45	\$17.86	\$17.27
I0265	Conduct	SY	\$18.52	\$18.12	\$17.72
I0203	Color Choice	SY	\$18.76	\$17.57	\$16.37
I0131	Color Your World	SY	\$13.02	\$12.77	\$12.51
Z6422	Ebb	SY	\$20.31	\$20.00	\$19.69
Z6469	Exquisite	SY	\$24.71	\$24.09	\$23.48
Z6423	Flow	SY	\$19.77	\$19.04	\$18.31
I0251	Gait	SY	\$10.20	\$10.02	\$9.84
Z6471	Glamorous	SY	\$24.46	\$24.08	\$23.69
I0148	Headlines II	SY	\$15.47	\$14.49	\$13.51
I0168	Homeroom II-26 EPBL	SY	\$13.54	\$13.33	\$13.12
Z6470	Luxurious	SY	\$23.47	\$22.67	\$21.87
I0247	Manner	SY	\$11.92	\$11.46	\$10.99
I0162	Opportunity Knocks	SY	\$12.07	\$11.45	\$10.83
I0250	Pace	SY	\$10.21	\$10.03	\$9.85
Z6436	Pay Off	SY	\$11.67	\$11.14	\$10.62
I0036	Perpetual Motion	SY	\$20.55	\$20.08	\$19.60
I0015	Radical	SY	\$15.36	\$15.06	\$14.76
I0205	Raise The Bar	SY	\$15.49	\$14.51	\$13.53
I0202	Sabre Encore	SY	\$13.44	\$13.08	\$12.72
I0120	Scholastic II 26	SY	\$9.94	\$9.74	\$9.54
I0121	Scholastic II 28	SY	\$11.46	\$11.21	\$10.97
I0068	Socrates II 26	SY	\$11.01	\$10.89	\$10.76
I0069	Socrates II 28	SY	\$11.62	\$11.39	\$11.15
I0249	Stride	SY	\$10.23	\$10.05	\$9.87
I0248	Technique	SY	\$11.95	\$11.49	\$11.02
Z6356	Techno	SY	\$11.68	\$11.52	\$11.36
I0161	To The Point	SY	\$12.06	\$11.44	\$10.82

Patcraft	(Cont'd)				
Z6434	Trade Up	SY	\$11.30	\$10.88	\$10.45
I0157	Twist&Shout II	SY	\$15.48	\$14.50	\$13.52
Z6426	Urban Glamour	SY	\$20.81	\$19.88	\$18.96
I0200	Windswept Encore	SY	\$10.97	\$10.77	\$10.57
Philadelphia Queen					
J0120	All Access	SY	\$11.48	\$10.98	\$10.48
J0184	At Play	SY	\$10.66	\$10.43	\$10.21
J0183	At Work	SY	\$10.66	\$10.43	\$10.21
J0064	Baytowne III 30	SY	\$10.39	\$10.30	\$10.21
J0065	Baytowne III 36	SY	\$11.39	\$11.29	\$11.20
54281	Capital III Uni	SY	\$9.66	\$9.57	\$9.48
54513	Castle Inn	SY	\$22.27	\$21.77	\$21.27
54517	Cozy Escape	SY	\$22.27	\$21.77	\$21.27
54255	Emphatic II 30	SY	\$10.39	\$10.30	\$10.21
54256	Emphatic II 36	SY	\$11.39	\$11.29	\$11.20
J0058	Energize	SY	\$10.84	\$10.34	\$9.84
54530	Eyes on You	SY	\$18.55	\$18.05	\$17.55
54533	Feather Tail	SY	\$18.46	\$17.96	\$17.46
54478	Fine Details	SY	\$9.66	\$9.44	\$9.21
54210	Franchise	SY	\$11.20	\$10.71	\$10.21
J0060	Functional	SY	\$10.84	\$10.34	\$9.84
54479	Hard Facts	SY	\$9.66	\$9.44	\$9.21
54514	Hideaways	SY	\$22.27	\$21.77	\$21.27
54449	High Priority	SY	\$10.30	\$9.80	\$9.30
54534	Ins and Outs	SY	\$18.46	\$17.96	\$17.46
J0059	Jargon	SY	\$10.84	\$10.34	\$9.84
54266	Legend Falls	SY	\$16.83	\$16.33	\$15.83
54532	Lowland	SY	\$18.46	\$17.96	\$17.46
54046	Major Event 26	SY	\$11.02	\$10.52	\$10.03
54066	Major Event 28	SY	\$11.39	\$10.89	\$10.39
54516	Masters	SY	\$22.27	\$21.77	\$21.27
54593	Multiplicity	SY	\$8.39	\$8.30	\$8.21
54551	New Essentials	SY	\$15.47	\$14.97	\$14.47
54477	Nitty Gritty	SY	\$9.66	\$9.44	\$9.21
J0153	Open Doors	SY	\$16.19	\$15.69	\$15.19
J0051	Perfect Solution 26	SY	\$12.65	\$12.16	\$11.66
54448	Postmarked	SY	\$10.30	\$9.80	\$9.30
54452	Rush Delivery	SY	\$10.30	\$9.80	\$9.30
54511	Scoreboard	SY	\$9.21	\$9.12	\$9.03
54446	Speak Freely	SY	\$12.02	\$11.52	\$11.02
54445	Speak Out	SY	\$12.02	\$11.52	\$11.02
J0064	Succession BL (Walk Off Carpet	SY	\$10.39	\$10.30	\$10.21
54518	Suite Retreat	SY	\$22.27	\$21.77	\$21.27
J0065	Tons of Fun EPBL	SY	\$11.39	\$11.29	\$11.20
54269	Vocation III 26	SY	\$8.85	\$8.76	\$8.66
54270	Vocation III 26 Unitary	SY	\$9.21	\$9.12	\$9.03
54271	Vocation III 28	SY	\$9.21	\$9.12	\$9.03
J0123	Wind Spirit	SY	\$11.75	\$11.25	\$10.75

Style #	Product Identification	UOM	Proposed State Price \$250-\$50,000 Tier 1	Proposed State Price \$50,001-\$150,000 Tier 2	Proposed State Price \$150,000 + Tier 3
NON- GSA	Carpet Tiles				
Shaw Contract Group					
59145	Abstract Edge	SY	\$28.34	\$27.91	\$26.64
5T107	Achromatic 18X36	SY	\$21.06	\$19.93	\$20.43
5T089	Activity	SY	\$25.61	\$25.22	\$24.83
5T097	Artisan Tile	SY	\$39.20	\$38.60	\$38.00
59482	Bloom Tile	SY	\$37.75	\$36.43	\$35.11
5T032	Bon Jour II Tile	SY	\$29.12	\$28.68	\$28.24
5T100	Chok	SY	\$41.28	\$40.64	\$40.01
5T096	Cloth Tile	SY	\$39.20	\$38.60	\$38.00
5T112	Color Form 9X36	SY	\$20.02	\$19.72	\$19.42
5T081	Color Frame	SY	\$20.02	\$19.72	\$19.42
5T104	Construct	SY	\$20.86	\$20.54	\$20.23
5T103	Copy	SY	\$20.86	\$20.54	\$20.23
5T071	Direction	SY	\$18.98	\$18.70	\$18.42
59566	Dissolve Tile	SY	\$35.38	\$34.31	\$33.24
5T108	Duotone 18X36	SY	\$21.06	\$20.74	\$20.43
59338	Earth Tone Tile	SY	\$29.07	\$28.41	\$27.76
59337	Entwine Tile	SY	\$29.21	\$28.62	\$28.04
59511	Exaggerated Weave Tile	SY	\$45.93	\$45.07	\$44.20
5T079	Field	SY	\$19.84	\$19.54	\$19.24
59484	Float Tile	SY	\$39.20	\$38.19	\$37.18
59562	Glaze	SY	\$17.90	\$17.63	\$17.37
59329	Glimmer (24"X24")	SY	\$19.34	\$18.88	\$18.43
59447	Haven Tile	SY	\$36.37	\$35.66	\$34.95
59115	Horizontal Edge	SY	\$28.35	\$27.92	\$27.49
59423	Icon Tile	SY	\$28.55	\$27.62	\$26.68
59339	Ingrain Tile	SY	\$28.07	\$27.48	\$26.89
5T085	Interact Tile	SY	\$25.72	\$25.33	\$24.95
5T099	Kit	SY	\$38.16	\$37.58	\$37.00
59327	Lure (24"X24")	SY	\$19.39	\$19.01	\$18.63
5T101	Matmee	SY	\$41.28	\$40.64	\$40.01
59441	Man Made Stria Tile	SY	\$50.76	\$50.26	\$49.75
59167	Merge	SY	\$25.02	\$24.64	\$24.27
59164	Minimal	SY	\$25.08	\$24.70	\$24.32
59502	Momentum IV Tile	SY	\$18.45	\$18.04	\$17.63
59481	Paparazzi v2 tile	SY	\$30.03	\$29.44	\$28.85
5T083	Pause	SY	\$25.72	\$25.33	\$24.95
5T098	Plain Weave	SY	\$39.20	\$38.60	\$38.00
59525	Prairie tile	SY	\$25.40	\$25.03	\$24.66
59463	Prisma Tile (24" X 24")	SY	\$22.97	\$22.36	\$21.74
5T078	Realm	SY	\$19.33	\$19.04	\$18.75
59387	Repartee tile	SY	\$20.94	\$20.57	\$20.20
5T091	Rest	SY	\$25.61	\$25.22	\$24.83
5T069	Reverse	SY	\$18.98	\$18.70	\$18.42
5T105	Rotate	SY	\$20.86	\$20.54	\$20.23
5T109	Saturate 18X36	SY	\$21.06	\$20.74	\$20.43
5T080	Scape	SY	\$19.32	\$19.03	\$18.74
59483	Shadow tile	SY	\$37.90	\$37.18	\$36.46
5T070	Shape	SY	\$18.98	\$18.70	\$18.42
59328	Shine (24"X24")	SY	\$18.87	\$18.55	\$18.23

Shaw Contract Group Cont...					
59344	Simplicity tile	SY	\$20.81	\$20.53	\$20.26
59568	Spun tile	SY	\$34.76	\$34.34	\$33.91
5T084	Step	SY	\$25.72	\$25.33	\$24.95
59486	Swirl tile	SY	\$40.58	\$39.93	\$39.27
59488	Tailored tile	SY	\$34.80	\$33.99	\$33.19
5T090	Unwind	SY	\$25.61	\$25.22	\$24.83
5T110	Value 18X36	SY	\$21.06	\$20.74	\$20.43
5T086	Vantage	SY	\$25.72	\$25.33	\$24.95
59114	Vertical Edge	SY	\$28.34	\$27.91	\$26.64
59504	Vivid bloom tile	SY	\$34.71	\$33.13	\$31.55
59507	Vivid float tile	SY	\$34.24	\$33.78	\$33.33
59506	Vivid shadow tile	SY	\$33.70	\$32.89	\$32.07
59505	Vivid swirl tile	SY	\$33.63	\$32.24	\$30.85
5T031	Welcome II Tile	SY	\$28.26	\$27.83	\$27.40
Patcraft					
10343	3K Modular	SY	\$22.45	\$21.80	\$21.15
10357	Aire	SY	\$20.54	\$20.23	\$19.92
10358	Aura	SY	\$20.54	\$20.23	\$19.92
Z6452	Cashmere Modular	SY	\$27.21	\$26.53	\$25.85
10117	Don't Run Modular	SY	\$29.47	\$28.87	\$28.27
Z6473	Dwell Modular	SY	\$20.95	\$20.49	\$20.04
10359	Ethereal	SY	\$20.54	\$20.23	\$19.92
Z6454	Mohair Modular	SY	\$26.18	\$25.86	\$25.55
10105	Pinstripe Modular	SY	\$23.15	\$22.53	\$21.91
Z6453	Plush Linen Modular	SY	\$27.03	\$26.33	\$25.63
Z6417	Too Cute Tile (24"X24")	SY	\$19.88	\$19.58	\$19.29
Z6418	Too Handsome Tile (24"X24")	SY	\$20.38	\$20.08	\$19.77
Z6419	Twenty Two Tile (24"X24")	SY	\$20.90	\$20.59	\$20.27
10076	Twist And Shout Modular	SY	\$23.41	\$22.78	\$22.16
Z6451	Velvet Modular	SY	\$27.17	\$26.77	\$26.36
10115	Walk Right In Modular	SY	\$30.07	\$29.41	\$28.75
Philadelphia-Queen					
54474	Ad-Lib (24" X 24")	SY	\$18.07	\$17.66	\$17.25
54459	Chatter Box TL	SY	\$17.07	\$16.84	\$16.61
J0107	Consultant Tile (24" X 24")	SY	\$17.61	\$17.11	\$16.61
54471	Color Craze Tile (24" X 24")	SY	\$20.42	\$19.92	\$19.43
54569	Crafted Tile	SY	\$13.17	\$12.67	\$12.17
J0135	Intermix (24" X 24")	SY	\$18.07	\$17.66	\$17.25
54491	Hook Up (24" X 24")	SY	\$18.16	\$17.66	\$17.16
J0136	Quick Change (24" X 24")	SY	\$18.18	\$17.78	\$17.38
54594	Multiplicity TL	SY	\$18.70	\$18.20	\$17.70
54440	Swizzle TL	SY	\$18.43	\$18.20	\$17.97
J0191	Thinkers Tile (24"X24")	SY	\$22.19	\$21.85	\$21.52
54475	Unscripted (24" X 24")	SY	\$18.18	\$17.78	\$17.38
Philadelphia Queen					
Walk Off Tiles					
54695	Succession II TL	SY	\$22.24	\$21.74	\$21.24
Custom Tile					
S525P	Nylon D6 22 EW24 Tile	SY	\$27.94	\$27.94	\$27.94
S501F	Nylon D6 EW24 Tile	SY	\$27.94	\$27.94	\$27.94
S357P	Nylon DS22 EW24 Tile	SY	\$25.28	\$25.28	\$25.28

Style #	Product Identification	UOM	Proposed State Price \$250-\$50,000 Tier 1	Proposed State Price \$50,001-\$150,000 Tier 2	Proposed State Price \$150,000 + Tier 3
Non GSA Commercial Resilient Flooring					
SCG Resilient					
0364V	Grain	SF	\$3.62	\$3.58	\$3.54
0215V	Jeogori	SF	\$2.71	\$2.67	\$2.62
0002V	NatureLife	SY	\$25.28	\$24.94	\$24.60
0365V	Pigment	SF	\$3.62	\$3.58	\$3.54
0003V	Rexcourt 4.5	SY	\$26.10	\$25.55	\$25.01
0004V	Rexcourt 6.5	SY	\$28.88	\$28.31	\$27.74
0005V	Rexcourt 8.0	SY	\$36.41	\$35.64	\$34.86
0188V	Uncommon Ground 6"	SF	\$3.07	\$3.03	\$3.00
Style #	Product Identification	UOM	Proposed State Price 1-5 units Tier 1	Proposed State Price 6-10 units Tier 2	Proposed State Price 11 units+ Tier 3
Non GSA Flooring Accessories					
Shaw Contract Group					
N5002	1 Gallon Compu-Release Conductive Adhesive	Pail	\$55.09	\$54.24	\$53.39
N5003	4 Gallon pail Compu-Release Conductive Adhesive	Pail	\$189.27	\$186.34	\$183.42
N5004	Grounding Hardware (10 gauge insulated copper wire w/ connectors)	Each	\$5.84	\$5.75	\$5.66
N5005	Copper Grounding Strips (24" x 2") Positile Buttons-Positioning Installation	Each	\$0.39	\$0.38	\$0.37
AVDES	Adhesive, Advantage System (Modular and 72" Vinyl products)	Roll	\$255.28	\$251.33	\$247.38
AVSCC	Adhesive, Advantage System (Broadloom products)	Roll	\$255.28	\$251.83	\$248.38
AVDES	Adhesive, Advantage System	Roll	\$255.28	\$251.33	\$247.38
AVSCC	Adhesive, Advantage System	Roll	\$255.28	\$251.83	\$248.38
028VS	Adhesive, LG 4100-1G roll goods	Pail	\$36.93	\$36.93	\$36.93
027VS	Adhesive, LG 4100-1G units	Pail	\$36.93	\$36.93	\$36.93
015VS	Adhesive, Seam Sealer Kit	Box	\$3.02	\$3.02	\$3.02
016VS	Adhesive, LG Copper Strip	Roll	\$1.06	\$1.06	\$1.06
001VS	Adhesive, BioLife Welding Rod	Roll	\$36.80	\$36.26	\$35.73
Patcraft					
03LDR	Adhesive, LokDot Patcraft	Sleeve	\$261.96	\$256.93	\$251.89
03LDA	Adhesive, LokDot Applicator Patcraft	Applicator	\$60.45	\$55.42	\$50.38
S106V	Adhesive, LG 4100-1G roll goods	Pail	\$36.93	\$36.93	\$36.93
S105V	Adhesive, LG 4100-1G units	Pail	\$36.93	\$36.93	\$36.93
S100V	Adhesive, Forge Ahead Welding Rod	Roll	\$36.80	\$36.26	\$35.73

Style #	Product Identification	UOM	Proposed State Price 1-5 units Tier 1	Proposed State Price 6-10 units Tier 2	Proposed State Price 11 units+ Tier 3
Non GSA Flooring Accessories					
Philadelphia Queen					
01LDR	Adhesive, LokDot Philly / Queen	Sleeve	\$261.96	\$256.93	\$251.89
01LDA	Adhesive, LOKDOT Applicator Philly / Queen	Applicator	\$60.45	\$55.42	\$50.38
5404V	Solace Welding Rod	Roll	\$36.80	\$36.26	\$35.73
Hardsurface Accessories					
CAA90	Eco Made Hardwood Adhesive	4 GAL	\$75.57	\$73.68	\$71.79
CATGA	Shaw Tongue and Groove Adhesive	PT	\$5.99	\$5.84	\$5.69
CAADH	Shaw Ure-Bond Hardwood Adhesive	4 GAL	\$125.94	\$122.80	\$119.65
CAREM	Urethane Adhesive Remover	QT	\$17.12	\$16.69	\$16.26
CAA92	Shaw Urethane Hardwood Adhesive Remover Wipes	EA	\$28.20	\$27.50	\$26.79
LCMRD	PCF Trim/Molding- 7' length, Metal LP Reducer	PC	\$25.39	\$24.76	\$24.12
LCMTM	PCF Trim/Molding- 7' length, Metal LP T-Molding	PC	\$22.67	\$22.11	\$21.54
LCMSN	PCF Trim/Molding- 7' length, Metal LP Square Nose/End Cap	PC	\$21.66	\$21.12	\$20.58
LCSSU	Underlayments, Silent Step Ultra Underlayment (100 Sq ft)	RL	\$38.54	\$37.58	\$36.61
LC084	Underlayments, Silent Step Ultra Jumbo Roll (1000 Sq.ft.)	RL	\$330.98	\$322.71	\$314.44
Philadelphia Queen					
5405V	S150 Spray Adhesive	UNITS	\$ 28.34	\$ 28.34	\$ 28.34
5406V	S150 Spray Adhesive	UNITS	\$ 28.34	\$ 28.34	\$ 28.34

EXHIBIT

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2016 - PATCRAFT / DESIGNWEAVE - DELIVERED AND INSTALLED

*Prices are applicable to all Regions

GENERAL AREA CARPET

ClassicBac Backing

REGION I	Style #	1 - 150	151-750	751+	/sq. yd
Approach ClassicBac®	I0246	\$23.89	\$25.15	\$24.78	/sq. yd
Buy In ClassicBac®	Z6432	\$22.64	\$22.27	\$21.90	/sq. yd
Manner ClassicBac®	I0247	\$23.88	\$23.51	\$23.14	/sq. yd
Pace ClassicBac®	I0250	\$22.49	\$22.12	\$21.75	/sq. yd
Pay Off ClassicBac®	Z6436	\$22.73	\$22.37	\$22.00	/sq. yd
Public Affairs ClassicBac	I0369	\$22.61	\$22.00	\$21.38	/sq. yd
Sabre ClassicBac®	I0202	\$28.99	\$28.63	\$28.26	/sq. yd
Scholastic II-26 ClassicBac®	I0120	\$22.69	\$22.32	\$21.95	/sq. yd
Seal The Deal ClassicBac	I0368	\$22.61	\$22.00	\$21.38	/sq. yd
Shake on it ClassicBac	I0367	\$22.61	\$22.00	\$21.38	/sq. yd
Stride ClassicBac®	I0249	\$22.49	\$22.12	\$21.75	/sq. yd
Gait ClassicBac®	I0251	\$22.78	\$22.42	\$22.05	/sq. yd
Opportunity Knocks Classic Bac	I0162	\$22.82	\$22.21	\$21.59	/sq. yd
Technique ClassicBac®	I0248	\$23.83	\$23.46	\$23.09	/sq. yd
Techno ClassicBac®	Z6356	\$25.68	\$25.31	\$24.94	/sq. yd
To The Point ClassicBac	I0161	\$22.60	\$22.11	\$21.37	/sq. yd
Trade Up ClassicBac®	Z6434	\$23.07	\$22.70	\$22.33	/sq. yd
Windswept ClassicBac®	I0200	\$24.21	\$23.84	\$23.47	/sq. yd
Word of Mouth ClassicBac	I0366	\$22.61	\$22.00	\$21.38	/sq. yd
Work It ClassicBac®	I0124	\$23.88	\$23.51	\$23.14	/sq. yd

REGION II ADD

* /sq. yd

REGION III ADD

* /sq. yd

Ultraloc Pattern Backing (ULP)

REGION I	Style #	1 - 150	151-750	751+	/sq. yd
Audio Echo Ultraloc Pattern	I0389	\$29.34	\$28.72	\$28.11	/sq. yd
Best Foot Forward Ultraloc® Pattern	I0104	\$27.08	\$26.71	\$26.34	/sq. yd
Big Splash! Ultraloc® Pattern	I0164	\$26.74	\$26.37	\$26.00	/sq. yd
Carlo Ultraloc® Pattern	Z6510	\$35.25	\$34.88	\$34.52	/sq. yd
Carry On Ultraloc® Pattern	I0337	\$31.44	\$31.07	\$30.70	/sq. yd
Channel Fade Ultraloc Pattern	I0390	\$27.84	\$27.23	\$26.61	/sq. yd
Cloisonne II Ultraloc® Pattern	I0132	\$45.58	\$45.22	\$44.85	/sq. yd
Color Choice Ultraloc® Pattern	I0203	\$34.11	\$33.74	\$33.37	/sq. yd
Color Your World Ultraloc® Pattern	I0131	\$26.85	\$26.48	\$26.11	/sq. yd
Dash Ultraloc® Pattern	Z6398	\$44.73	\$44.36	\$43.99	/sq. yd
Double Exposure Ultraloc® Pattern	I0037	\$39.60	\$39.23	\$38.86	/sq. yd
Drive Ultraloc® Pattern	Z6400	\$41.96	\$41.60	\$41.23	/sq. yd
Duality Ultraloc® Pattern	I0061	\$39.47	\$39.11	\$38.74	/sq. yd
Duet Ultraloc® Pattern	I0078	\$38.17	\$37.80	\$37.44	/sq. yd
Duplicity Ultraloc® Pattern	I0077	\$38.39	\$38.03	\$37.66	/sq. yd
Energy Ultraloc® Pattern	Z6399	\$44.95	\$44.58	\$44.21	/sq. yd
Entice Ultraloc Pattern	I0328	\$36.32	\$35.71	\$35.09	/sq. yd
Equinox Ultraloc® Pattern	I0299	\$25.16	\$24.80	\$24.43	/sq. yd
Famous Last Words II Ultraloc® Pattern	I0147	\$27.39	\$27.02	\$26.65	/sq. yd
Follow Through Ultraloc® Pattern	I0339	\$31.80	\$31.44	\$31.07	/sq. yd

Valid May 1, 2016 through April 30, 2016

Gio Ultraloc Pattern	Z6506	\$33.66	\$33.17	\$32.43 /sq. yd
Headlines II Ultraloc® Pattern	I0148	\$28.17	\$27.80	\$27.43 /sq. yd
Homeroom II-26 Ultraloc® Pattern	I0101	\$23.72	\$23.35	\$22.98 /sq. yd
Homeroom v.3.0 Ultraloc Pattern	I0351	\$24.13	\$23.77	\$23.40 /sq. yd
Night Moves Ultraloc® Pattern	I0129	\$26.45	\$26.08	\$25.72 /sq. yd
Nino Ultraloc® Pattern	Z6509	\$36.28	\$35.91	\$35.55 /sq. yd
Options Ultraloc® Pattern	Z6375	\$38.03	\$37.66	\$37.29 /sq. yd
Own It Ultraloc® Pattern	I0338	\$31.85	\$31.48	\$31.12 /sq. yd
Perpetual Motion Ultraloc® Pattern	I0036	\$40.52	\$40.15	\$39.78 /sq. yd
Platform Ultraloc®Pattern	Z6376	\$41.45	\$41.08	\$40.71 /sq. yd
Raise The Bar Ultraloc Pattern	I0205	\$26.83	\$26.22	\$25.61 /sq. yd
Resonate Ultraloc® Pattern	I0271	\$36.05	\$35.68	\$35.31 /sq. yd
Scholastic II-28 Ultraloc® Pattern	I0121	\$25.24	\$24.87	\$24.50 /sq. yd
Socrates II-26 Ultraloc® Pattern	I0068	\$24.35	\$23.99	\$23.62 /sq. yd
Socrates II-28 Ultraloc® Pattern	I0069	\$25.32	\$24.96	\$24.59 /sq. yd
Solstice Ultraloc Pattern	I0298	\$24.72	\$24.11	\$23.50 /sq. yd
Sound Investment Ultraloc® Pattern	I0050	\$25.36	\$24.99	\$24.62 /sq. yd
Splash! Ultraloc Pattern	I0060	\$25.74	\$25.13	\$24.51 /sq. yd
Standout Ultraloc Pattern	Z6367	\$31.88	\$31.26	\$30.65 /sq. yd
Stellar Ultraloc® Pattern	I0300	\$25.51	\$25.14	\$24.77 /sq. yd
Strut Your Stuff Ultraloc® Pattern	I0109	\$26.62	\$26.26	\$25.89 /sq. yd
Sweet Ultraloc® Pattern	I0049	\$32.27	\$31.90	\$31.53 /sq. yd
Twist & Shout II Ultraloc® Pattern	I0157	\$27.30	\$26.93	\$26.56 /sq. yd
Virtual Current Ultraloc Pattern	I0391	\$29.34	\$28.72	\$28.11 /sq. yd

REGION II ADD

* /sq. yd

REGION III ADD

* /sq. yd

ECOWORX PERFORMANCE BROADLOOM (EPBL)

REGION I	Style #	1 - 150	151-750	751+	/sq. yd
Aficionado EcoWorx Performance Broadloom	I0402	\$32.02	\$31.47	\$30.86	/sq. yd
Big Splash! EcoWorx® Performance Broadloom	I0165	\$30.25	\$29.88	\$29.51	/sq. yd
Bohemian EcoWorx Performance Broadloom	I0398	\$37.58	\$36.97	\$36.36	/sq. yd
Cosmic EcoWorx Performance Broadloom	I0277	\$32.69	\$32.07	\$31.46	/sq. yd
Entice EcoWorx Performance Broadloom	I0327	\$39.41	\$38.92	\$38.06	/sq. yd
Formula EcoWorx® Performance Broadloom	I0278	\$35.45	\$35.08	\$34.71	/sq. yd
Full Bloom EcoWorx Performance Broadloom	I0399	\$37.58	\$36.97	\$36.36	/sq. yd
Grata EcoWorx Performance Broadloom	I0333	\$35.83	\$35.22	\$34.60	/sq. yd
Homeroom v.3.0 EcoWorx Performance Broadloom	I0352	\$28.76	\$28.39	\$28.02	/sq. yd
Prado EcoWorx Performance Broadloom	I0376	\$54.70	\$54.33	\$53.97	/sq. yd
Resonate EcoWorx Performance Broadloom	I0326	\$33.89	\$33.28	\$32.66	/sq. yd
Rotolo EcoWorx Performance Broadloom	I0332	\$35.83	\$35.22	\$34.60	/sq. yd
Tessa EcoWorx Performance Broadloom	I0331	\$35.83	\$35.22	\$34.60	/sq. yd
Vivant EcoWorx Performance Broadloom	I0400	\$37.58	\$36.97	\$36.36	/sq. yd

REGION II ADD

* /sq. yd

REGION III ADD

* /sq. yd

ECOWORX BROADLOOM

REGION I	Style #	1 - 150	151-750	751+	/sq. yd
Exquisite EcoWorx Broadloom	Z6469	\$39.03	\$38.42	\$37.80	/sq. yd
Glamorous EcoWorx® Broadloom	Z6471	\$46.52	\$46.15	\$45.78	/sq. yd
Luxurious EcoWorx® Broadloom	Z6470	\$47.30	\$46.93	\$46.57	/sq. yd
Understated EcoWorx Broadloom	Z6468	\$37.06	\$36.44	\$35.83	/sq. yd

REGION II ADD				*	/sq. yd
REGION III ADD				*	/sq. yd

CARPET - ECOWORX TILE - 24 x 24

REGION I	Style #	1 - 150	151-750	751+	/sq. yd
10K Modular	I0345	\$40.22	\$39.50	\$39.13	/sq. yd
3K Modular	I0343	\$40.22	\$39.86	\$39.49	/sq. yd
5K Modular	I0344	\$40.22	\$39.86	\$39.49	/sq. yd
Ah Ha Modular	I0293	\$43.11	\$42.74	\$42.37	/sq. yd
Aire Skinny Tile	I0357	\$38.51	\$38.14	\$37.77	/sq. yd
Aura Skinny Tile	I0358	\$36.96	\$36.59	\$36.22	/sq. yd
Big Splash! Modular	I0166	\$37.01	\$36.39	\$35.78	/sq. yd
Cashmere Modular	Z6452	\$46.63	\$46.26	\$45.89	/sq. yd
Cell Structure Modular	I0220	\$41.07	\$40.70	\$40.33	/sq. yd
Cell Structure Small Modular	I0221	\$41.07	\$40.70	\$40.33	/sq. yd
City Flora Modular	I0285	\$41.27	\$40.90	\$40.53	/sq. yd
Clean Lines Modular	I0284	\$40.06	\$39.70	\$39.33	/sq. yd
Color Black	I0382	\$32.75	\$32.14	\$31.52	/sq. yd
Color choice Facet	I0374	\$46.69	\$46.32	\$45.46	/sq. yd
Color Choice Modular	I0382	\$32.75	\$32.14	\$31.52	/sq. yd
Color Pop	I0381	\$32.75	\$32.14	\$31.52	/sq. yd
Color Your World Modular	I0110	\$34.01	\$33.65	\$33.28	/sq. yd
Conundrum Modular	I0218	\$38.19	\$37.82	\$37.45	/sq. yd
Cool Rain Modular	I0283	\$40.58	\$40.21	\$39.84	/sq. yd
Dart Modular	I0348	\$42.84	\$42.47	\$42.10	/sq. yd
Dazzle Modular	I0119	\$41.70	\$41.33	\$40.96	/sq. yd
Deflect Skinny Tile	I0329	\$44.63	\$44.26	\$43.89	/sq. yd
Dismantle	I0384	\$41.17	\$40.55	\$39.94	/sq. yd
Displace	I0386	\$41.17	\$40.55	\$39.94	/sq. yd
Disrupt	I0385	\$41.17	\$40.55	\$39.94	/sq. yd
Diverge Skinny Tile	I0330	\$44.63	\$44.26	\$43.89	/sq. yd
Download Modular	I0355	\$33.96	\$33.60	\$33.23	/sq. yd
Dwell Modular	Z6473	\$39.76	\$39.39	\$39.02	/sq. yd
Earthen Weave Modular	I0286	\$41.34	\$40.97	\$40.60	/sq. yd
Easy On The Eyes Modular	I0227	\$32.42	\$32.05	\$31.68	/sq. yd
Ecot Color Modular	I0312	\$48.49	\$48.13	\$47.76	/sq. yd
Ecot Modular	I0308	\$48.49	\$48.13	\$47.76	/sq. yd
Ecot Script Modular	I0309	\$48.49	\$48.13	\$47.76	/sq. yd
Enflexion Modular	I0342	\$42.92	\$42.31	\$41.70	/sq. yd
Enform Modular	I0340	\$42.92	\$42.31	\$41.70	/sq. yd
Entry Point Modular	I0306	\$49.26	\$48.89	\$48.52	/sq. yd
Enverse Modular	I0341	\$42.92	\$42.31	\$41.70	/sq. yd
Ethereal Skinny Tile	I0359	\$36.41	\$36.04	\$35.67	/sq. yd

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Exhilaration Modular	Z6406	\$38.57	\$38.20	\$37.83 /sq. yd
Experience Modular	I0291	\$32.15	\$31.78	\$31.41 /sq. yd
Fabrix Facet	I0371	\$47.61	\$47.24	\$46.87 /sq. yd
Flex Modular	I0279	\$35.20	\$34.84	\$34.47 /sq. yd
Flutter Modular	I0349	\$43.01	\$42.64	\$42.27 /sq. yd
Futura	I0380	\$31.52	\$30.91	\$30.30 /sq. yd
Geometrix Facet	I0373	\$47.61	\$47.24	\$46.87 /sq. yd
Homeroom v.3.0 Modular	I0353	\$32.54	\$31.93	\$31.31 /sq. yd
Homeroom II-26 Modular	I0127	\$34.73	\$34.36	\$33.99 /sq. yd
Hue Modular	I0296	\$42.46	\$42.09	\$41.72 /sq. yd
Idea Modular	I0294	\$44.06	\$43.70	\$43.33 /sq. yd
In Flight Modular	I0350	\$43.83	\$43.46	\$43.09 /sq. yd
Indulgence Modular	Z6374	\$37.22	\$36.85	\$36.48 /sq. yd
Intrinsic Modular	Z6474	\$35.88	\$35.51	\$35.14 /sq. yd
Jot Modular	I0295	\$43.34	\$42.97	\$42.60 /sq. yd
Layered Expression Modular	I0311	\$48.73	\$48.36	\$47.99 /sq. yd
Leaflet Tile	I0397	\$45.13	\$44.52	\$43.90 /sq. yd
Linea 2	I0383	\$33.03	\$32.42	\$31.80 /sq. yd
Linea Modular	I0146	\$42.81	\$42.44	\$42.08 /sq. yd
Liquid Modular	Z6476	\$38.25	\$37.88	\$37.51 /sq. yd
Loft Modular	Z6477	\$38.44	\$38.08	\$37.71 /sq. yd
Log In Modular	I0354	\$34.41	\$34.04	\$33.67 /sq. yd
Modern Geometry Brites Modular	Z6447	\$44.53	\$44.16	\$43.79 /sq. yd
Modern Geometry Modular	Z6441	\$44.53	\$44.16	\$43.79 /sq. yd
Mohair Modular	Z6454	\$46.42	\$46.05	\$45.68 /sq. yd
Moving On Up Modular	I0226	\$32.52	\$32.15	\$31.78 /sq. yd
On The Right Foot Modular	I0305	\$49.26	\$48.89	\$48.52 /sq. yd
Optix Facet	I0372	\$47.97	\$47.60	\$47.23 /sq. yd
Orbital	I0379	\$31.52	\$30.91	\$30.30 /sq. yd
Paseo Modular	I0316	\$58.08	\$57.71	\$57.34 /sq. yd
Pinstripe Modular	I0105	\$35.82	\$35.45	\$35.08 /sq. yd
Plush Linen Modular	Z6453	\$46.78	\$46.41	\$46.04 /sq. yd
Prado Modular	I0317	\$58.08	\$57.71	\$57.34 /sq. yd
Razzle Modular	I0118	\$41.00	\$40.63	\$40.26 /sq. yd
Scholastic II Modular	I0125	\$31.61	\$30.99	\$30.38 /sq. yd
Science Modular	I0273	\$38.28	\$37.92	\$37.55 /sq. yd
Sign Off Modular	I0356	\$33.20	\$32.84	\$32.47 /sq. yd
Socrates II-26 Modular	I0126	\$34.50	\$34.14	\$33.77 /sq. yd
Speak In Color Modular	I0239	\$37.23	\$36.86	\$36.49 /sq. yd
Speak In Design Modular	I0240	\$35.81	\$35.44	\$35.07 /sq. yd
Splash! Modular	I0074	\$32.36	\$31.74	\$31.13 /sq. yd
Splurge Modular	Z6373	\$37.60	\$37.23	\$36.86 /sq. yd
Studio Modular	Z6475	\$37.23	\$36.86	\$36.49 /sq. yd
Technology Modular	I0274	\$41.34	\$40.97	\$40.60 /sq. yd
Thought Modular	I0290	\$33.20	\$32.84	\$32.47 /sq. yd
Tweed Modular	I0096	\$35.28	\$34.91	\$34.54 /sq. yd
Velvet Modular	Z6451	\$48.51	\$48.14	\$47.77 /sq. yd
Vim Modular	I0301	\$35.00	\$34.63	\$34.26 /sq. yd
Vivid Modular	I0302	\$35.00	\$34.63	\$34.26 /sq. yd
Walk Right In II Modular	I0304	\$48.78	\$48.41	\$48.04 /sq. yd
Yield Modular	I0280	\$35.54	\$35.17	\$34.80 /sq. yd

Prose Tile	I0396	\$45.13	\$44.52	\$43.90 /sq. yd
Urban Garden Tile	I0395	\$45.13	\$44.52	\$43.90 /sq. yd

REGION II ADD			*	/sq. yd
REGION III ADD			*	/sq. yd

RESILIENT

REGION I	Style #	1 - 150	151-750	751+	/sq. ft
Highland Forest 4"	I200V	\$4.43	\$4.36	\$4.30	/sq. ft
Woodland View	I300V	\$3.13	\$3.06	\$2.99	/sq. ft
Brookwood	I400V	\$4.71	\$4.67	\$4.63	/sq. ft
Forge Ahead	I500V	\$40.66	\$40.29	\$39.92	/sq. yd
Click Refresh	I600V	\$5.18	\$5.11	\$5.04	/sq. ft
Highland Forest 6"	I800V	\$4.43	\$4.36	\$4.30	/sq. ft
Arbor Crest	I318V	\$4.46	\$4.40	\$4.33	/sq. ft
Brookwood+	I319V	\$39.62	\$39.00	\$38.39	/sq. yd
Organic Hue	I320V	\$41.30	\$40.69	\$40.07	/sq. yd
Timber Grove 12	I323V	\$3.03	\$2.96	\$2.89	/sq. ft
Timber Grove 20	I325V	\$4.40	\$4.33	\$4.27	/sq. ft
Stratified+	I321V	\$4.34	\$4.27	\$4.21	/sq. ft
North Ridge 4"	I206V	\$4.26	\$4.19	\$4.12	/sq. ft
North Ridge 6"	I207V	\$4.26	\$4.19	\$4.12	/sq. ft
Bounce Back	I208V	\$46.56	\$45.95	\$45.34	/sq. yd
Letterpress	I311V	\$3.97	\$3.91	\$3.84	/sq. ft
Typeface	I312V	\$3.97	\$3.91	\$3.84	/sq. ft
Charted	I313V	\$3.97	\$3.91	\$3.84	/sq. ft
Metallix (Rectangle)	I314V	\$6.59	\$6.52	\$6.45	/sq. ft
Metallix (Facet)	I315V	\$6.59	\$6.52	\$6.45	/sq. ft
Wood Planx	I316V	\$6.59	\$6.52	\$6.45	/sq. ft
Stratified+ 6" x 24"	I321V	\$4.34	\$4.27	\$4.21	/sq. ft
Stratified+ 12"x24"	I322V	\$4.34	\$4.27	\$4.21	/sq. ft

REGION II ADD			*	/sq. ft
REGION III ADD			*	/sq. ft

MISCELLANEOUS PRODUCTS

Adhesive	Style #	1 - 150	151-750	751+
1000 - Broadloom Standard Adhesive	1000D	\$51.64	\$45.94	\$45.94
4000 - Broadloom Seam Sealer	4000D	\$19.92	\$19.92	\$19.92
5000 - Tile Standard Adhesive	5000P	\$93.04	\$93.04	\$93.04
LokDots Adhesive Sleeve	03LDR	\$310.57	\$313.93	\$313.93
LokDots Applicator	03LDA	\$77.41	\$77.41	\$77.41
LokDot Applicator	03LDA	\$77.41	\$77.41	\$77.41
LokDot Adhesive Dot Sleeve	03LDR	\$313.93	\$310.57	\$310.57
Multi-Purpose Adhesive	1200D	\$43.71	\$43.71	\$43.71

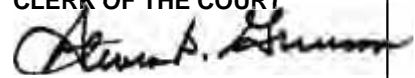
Ecoworx Broadloom Adhesive	1000D	\$62.75	\$62.75	\$62.75
3600 - Ecoworx Broadloom Adhesive w/ Antimicrobial	3600D	\$112.44	\$112.44	\$112.44
Adhesive LG - 4100 4 Gal	S103V	\$173.14	\$173.14	\$173.14
Adhesive LG - 4100 4 Gal Roll Goods	S102V	\$173.14	\$173.14	\$173.14
5001 - Tile Standard Adhesive	5001P	\$31.63	\$31.63	\$31.63
5036 - Tile Adhesive w/ Antimicrobial	5036P	\$102.55	\$102.55	\$102.55
Pressure Sensitive Adhesive	5000P	\$97.22	\$97.22	\$97.22
5100 - Tile Standard Adhesive	5100P	\$97.22	\$97.22	\$97.22
5900 - Tile High Moisture Adhesive	5900P	\$112.38	\$112.38	\$112.38
6200 - Adhesive Detackifier	6200D	\$112.64	\$112.64	\$112.64
6200 - Adhesive Detackifier Units	620DU	\$112.64	\$112.64	\$112.64
6300 - Broadloom High Moisture Adhesive	6300D	\$87.20	\$87.20	\$87.20
6300 - Indoor & Outdoor Adhesive Units	630DU	\$87.20	\$87.20	\$87.20
8300 - Broadloom Moisture Impervious Seam Sealer	8300D	\$12.47	\$15.82	\$15.82
Adhesive, Eco Broadloom Seam Sealer	4000D	\$15.07	\$15.07	\$15.07
9000 - Barrier Coat	9000	\$235.02	\$231.66	\$231.66
9000 - Barrier Coat Units	9000U	\$235.02	\$235.02	\$235.02
9050 - Floor Primer	9050	\$74.51	\$74.51	\$74.51
9050 - Barrier Coat Units	9050U	\$74.51	\$74.51	\$74.51
Adhesive Alternative -- Shaw Advantage System	ADVANT	\$399.73	\$399.73	\$399.73
Adhesive Alternative -- Shaw Advantage System Units	ADVANT	\$399.73	\$399.73	\$399.73
Advantage System (Roll)	ADVANT	\$399.73	\$399.73	\$399.73
LokDots Adhesive 1/2 Sleeve	03LDR	\$245.21	\$245.21	\$245.21
4100 - Resilient 4 gallon adhesive (rolls)	S102V	\$184.89	\$184.89	\$184.89
4100 - Resilient 4 gallon adhesive (units)	S105V	\$184.89	\$184.89	\$184.89
Resilient Seam Sealer	RSS	\$9.77	\$9.77	\$9.77
4100 - Resilient 1 gallon adhesive(units)	S105V	\$63.57	\$63.57	\$63.57
4100 - Resilient 1 gallon adhesive(rolls)	S102V	\$63.57	\$63.57	\$63.57
S150 - Resilient Spray (units)	S107V	\$45.50	\$45.50	\$45.50
S150 - Resilient Spray (rolls)	S108V	\$45.50	\$45.50	\$45.50
VS-60 VersaShield 60 (units)5'x144' long rolls	S112V	\$710.92	\$710.92	\$710.92
VS-60 MBX VersaShield 60 (units) 5'x144' long rolls	S113V	\$1,942.36	\$1,942.36	\$1,942.36
VSM VersaShield 2" Tape (units) 2" x 180' rolls/12 rolls per car	S114V	\$59.29	\$59.29	\$59.29
VSM MBX VersaShield 2.5" Tape (units) 2.5" x 180' rolls/12 rol	S115V	\$72.18	\$72.18	\$72.18
VSM VersaShield 4" DS Tape (units) 4" x 100' rolls/12 rolls per	S116V	\$70.33	\$70.33	\$70.33
Shaw 200 - Resilient 4 gallon	S123V	\$122.67	\$122.67	\$122.67
9050 Resilient Floor Primer (Units)	S124V	\$74.63	\$74.63	\$74.63
9050 - Resilient Floor Primer Units	S127V	\$110.00	\$110.00	\$110.00
9050 - Resilient Floor Primer Units	S132V	\$97.80	\$97.80	\$97.80
9050 Resilient Floor Primer (rolls)	S133V	\$35.14	\$35.14	\$35.14
Patcraft Wall Base / If	S136V	\$87.48	\$87.48	\$87.48
Patcraft Cove Tube Adhesive per box/ 12 tubes per box	S137V	\$81.42	\$81.42	\$81.42
Patcraft Cove 1 Gallon Adhesive	S138V	\$12.59	\$12.59	\$12.59
Patcraft Resilient Carpet Reducer tube - 36 lf per tube	S139V	\$67.44	\$67.44	\$67.44
Patcraft Carpet Reducer 5/16" tube - 36 lf per tube	S140V	\$78.15	\$78.15	\$78.15
Patcraft Transition Tape each	S141V	\$62.78	\$62.78	\$62.78
Patcraft Pinless Metal Track tube - 36 lf per tube	S140V	\$72.09	\$72.09	\$72.09
Patcraft Tile Carpet Reducer 1/8" tube - 36 lf per tube	N/A	N/A	N/A	N/A
Patcraft Snap Down T Molding 1-1/8" tube - 36 lf per tube	N/A	N/A	N/A	N/A
Patcraft Snap Down T Molding 2" tube - 36 lf per tube	N/A	N/A	N/A	N/A
Patcraft Rubber Tread HC per tread - tread is 4 lf	N/A	N/A	N/A	N/A



Bid #340 Carpet-Design-Patcraft-Bid Pricing

Valid May 1, 2016 through April 30, 2016

Patcraft Landing Tile HC per box	N/A	N/A	N/A	N/A
Patcraft Stringer/ Rise HC per box, box is 24 lf	N/A	N/A	N/A	N/A
Patcraft Striped Tape HC each	N/A	N/A	N/A	N/A
Patcraft Marking Tape -S HC each	N/A	N/A	N/A	N/A
Patcraft Anti Slip Tape HC each	N/A	N/A	N/A	N/A
Carpet over carpet installations add			N/A	/sq.yd
Labor for floor preparation			N/A	/hour
Carpet Removal			N/A	/sq.ft
<u>Miscellaneous Labor</u>				
<u>(Certified Company)</u>			<u>Company</u>	<u>ALL REGIONS</u>
Furniture Moving			N/A	/hour
Computer Moving			N/A	/hour
Protect Existing surfaces			N/A	/hour
Construction clean up			N/A	/hour
BONDING RATE			N/A	%



ADMR
ADAM PAUL LAXALT
Nevada Attorney General
MELISSA L. FLATLEY
Deputy Attorney General #12578
State of Nevada
100 N. Carson Street
Carson City, NV 89701-4717
Tel: (775) 684-1218
Facsimile: (775) 684-1156
E-mail: mflatley@ag.nv.gov
Attorneys for Respondent Labor Commissioner

DISTRICT COURT
CLARK COUNT, NEVADA

SOUTHERN NEVADA LABOR
MANAGEMENT COOPERATION
COMMITTEE, by and through its
Trustees Terry Mayfield and Chris
Christophersen,

Plaintiff,

vs.

CLARK COUNTY NEVADA,
DEPARTMENT OF AVIATION, a
political subdivision of the State of
Nevada; and THE OFFICE OF THE
LABOR COMMISSIONER,

Defendants.

Case No. A-18-781866-J
Dept No. 25

AMENDED ADMINISTRATIVE RECORD (PART 2 OF 2)

The following are the remaining documents of the Amended Administrative Record
previously filed.

DATED this 13th day of November, 2018.

ADAM PAUL LAXALT
Attorney General

By: /s/ MELISSA L. FLATLEY
MELISSA FLATLEY
Deputy Attorney General Bar No.12578

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CERTIFICATE OF SERVICE

I certify that I am an employee of the Office of the Attorney General, State of Nevada, and that on this 13th day of November, 2018, I caused a copy of the foregoing, **AMENDED ADMINISTRATIVE RECORD (PART 2 OF 2)**, to be served, by Eighth Judicial District Court CM/ECF filing on the following:

CHRISTENSEN JAMES & MARTIN
EVAN JAMES, ESQ.
7440 W. Sahara Ave.
Las Vegas, NV 89117
Attorneys for Petitioner

CLARK COUNTY DISTRICT ATTORNEY
TIMOTHY BALDWIN, ESQ.
500 S. Grand Central Pkwy.
Las Vegas, NV 89106
Attorneys for Respondent Clark County, Department of Aviation

CLARK COUNTY DEPARTMENT OF AVIATION
Administration Building 3rd Floor
845 East Russell Road
Las Vegas, NV 89119

/s/ Mackenzie Hodges
An employee of the
Office of the Attorney General

EXHIBIT

4



CLERK OF THE

Nevada Office of the Attorney General
100 North Carson Street
Carson City, NV 89701-4717

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DISTRICT COURT

CLARK COUNTY, NEVADA

**BOMBARDIER TRANSPORTATION
(HOLDINGS) USA INC.,**

Petitioner,

v.

**NEVADA LABOR COMMISSIONER; THE
INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS; and CLARK COUNTY,**

Respondent.

Case f

Dept. f

FINDINGS OF FACT, CONCLUSIONS OF LAW

This matter is before the court on a Petition for Judicial Review of the decision of the Office of the Labor Commissioner dated March 1, 2016.

1 therefore, must be upheld. Likewise, the Labor Commission
2 statutes and regulations, here NRS Chapter 338 and NAC C
3 and regulations' language and thus is entitled to deference.
4 accounts for the Labor Commissioner's specialized knowl
5 when evaluating the evidence. To the extent questions
6 generally be subject to a de novo review, the Labor Con
7 entitled to deference under the circumstances of this petition.

8 The Court affirms the Labor Commissioner's March 6,
9 forth below:

10 **I. Factual background**

11 In 2008 Clark County entered into Contract CBE-55:
12 Automated Transit System ("ATS") at McCarran Internat
13 vehicles specially manufactured for the County's specificatio
14 rubber tires over a concrete guideway, and weigh over 40
15 They were brought in using special cranes, required hundred
16 to their location, and they never leave McCarran except wh
17 them at which time they are not put to use elsewhere, but
18 and the rest sold for scrap.

19 Contract CBE-552 provided for payment by the Cour
\$2.7 million annually with 5% annual increases, and involve

1 The International Union of Elevator Constructors (IUEC) filed a
2 complaint on October 9, 2009 against Bombardier. The contract was
3 by Bombardier under Contract CBE-552 to perform repair work on
4 paid the prevailing wage, in accordance with NRS 338. The
5 Commissioner Keith Sakelhide issued a Complaint on October 14, 2009 to the
6 Clark County Department of Aviation ("DOA") to conduct an investigation of the
7 allegations and determine what work was actually performed on the cars.
8 whether Bombardier had committed a violation. On November 10, 2009, the
9 Department of Aviation announced its determination that CBE-552 and the work
10 subject to prevailing wage under NRS Chapter 338 because the work was not
11 The Union objected to the Department of Aviation's finding and requested
12 returned to the Department of Aviation for further investigation.

13 The DOA issued a second Determination on March 1, 2010, finding that the work was not
14 Determination. The Union filed objections, and the Labor Commission was asked to
15 investigate the objections and respond. The Labor Commission issued its decision on
16 June 7, 2011. The Interim Order found that work on "fixed" portions of the cars was
17 NRS 338 but work on the ATS cars was not. The Labor Commission issued a
18 Determination on July 25, 2011, asking the complaint to be dismissed because the
19 work on the "fixed" portions of the ATS exceeded \$100,000. The Union requested
prevailing wage. Finally on July 25, 2011, the Department

1 DOA shall calculate the amount due pursuant to the Dec
2 rejected Bombardier and Clark County's arguments that th
3 338.011(1), finding that CBE-552 was not directly related to t
4 because it was possible for the Airport to function without the
5 of the technicians' time spent doing "corrective maintenance
6 maintenance. He also rejected their arguments that the wo
7 338.080, the "railroad company" exemption. Bombardier
8 Judicial Review of the Labor Commissioner's order.

9 **III. Standard of Review**

10 The right to seek judicial review of a final agency
11 constrained by the Nevada Administrative Procedures Act ("N
12 APA provides the exclusive means for a court to review a
13 233B.130(6). Under the APA, a general standard of deference
14 judicial review proceeding.

15 The substantive controlling standards for conducting
16 NRS 233B.135(3). Under these standards the Court must p
17 be reasonable and lawful and may not substitute its judgment
18 questions. NRS 233B.135(3). Bombardier, as the petitioner
19 proof in this petition to show that the Labor Commissioner's
errors listed in NRS 233B.135(3).

1 preponderance of evidence, and instead is limited to re
2 substantial evidence standard. *Nassiri v. Chiropractic Phys*
3 P.3d 487 (Adv. Op. 27, April 3, 2014); *Construction Indu*
4 *Mojave Elec. v. Chalue*, 119 Nev. 348, 74 P.3d 595, 598-99
5 the quantity of evidence which a reasonable person could a
6 conclusion. *State Employment Security Dep't v. Hilton Hotel*
7 P.2d 497, 498-499, n.1 (1986). Further, the Court should als
8 specialized knowledge, experience and expertise when ev
9 NRS 233B.123(5).

10 An agency charged with the duty of administering
11 power to construe it as a necessary precedent to adm
12 *Engineer*, 104 Nev. 709, 713, 766 P.2d 263, 266 (1
13 "great deference should be given to the [administrative
14 is within the language of the statute." *Id.* (citation
15 interpretation is not controlling, it is persuasive. *State E*
16 701, 819 P.2d 203, 205 (1991).

17 *Pyramid Lake Paiute Tribe v. Washoe County*, 112 Nev. 743
18 *Baldonado v. Wynn Las Vegas, LLC*, 124 Nev. 951, 19
19 Commissioner is charged with knowing and enforcing the l
acknowledge a special expertise as to those laws.").

20 A court may conduct an independent review of pure c
21 *West Ford, Inc.*, 114 Nev. 766, 962 P.2d 624 (1998). However

1 necessarily controlling, it should be regarded as persua
2 independent review. *Nevada Power Co. v. Pub. Serv. Comr*
3 P.2d 867, 869 (1986).

4 **IV. Nevada's prevailing wage law**

5 Nevada's prevailing wage statute, codified in NRS
6 employee on a public work must be paid according to the pr
7 annually by the Nevada Labor Commissioner. NRS 338.020-
8 public work is responsible for ascertaining the proper prev
9 Commissioner and ensuring that provisions for payment of p
10 public works contract. NRS 338.020(1); NRS 338.030(1). 7
11 is charged with ensuring compliance with these requireme
12 wage statutes. NRS 338.015. The Labor Commissioner is
13 workers that have not been properly compensated and to
14 against contractors that fail to comply with the prevailing w
15 also *City Plan Dev., Inc. v. Office of Labor Commissioner*, 1
16 193 (2005). Neither the Labor Commissioner's enforcement a
17 prevailing wages are constrained by the terms of a contract.

18 The actual wage rates for the recognized worker
19 annually by a list published by the Labor Commissioner
338.030. These lists identify the job classifications that hav

1 *Council of N. Nevada*, 12 Nev. Adv. Op. 2, 251 P.3d 718, 721,

2 Where the legislature adopts a law of this type that
3 wages, the Nevada Supreme Court has recognized that suc
4 and "...should receive the most liberal construction to gi
5 *Alexander v. Archer*, 21 Nev. 22, 29, 24 P. 373, 375 (18
6 *Gentleman's Club*, 130 Nev. Adv. Op. 87 (Oct. 30, 2014). V
7 Court's obligation is to do so in a way that will suppress the r
8 contemplated by the legislature. *Archer*, 21 Nev. at 29, 24 P
9 *Second Judicial Dist. Court ex rel. County of Washoe*, 124 N
10 61 (2008) (recognizing that "...remedial statutes... should be
11 the intended benefit .").

12 **V. The Labor Commissioner properly found that (**
13 **contract**

14 Payment of prevailing wage is required for all publi
15 exempt. A "public work" is defined, in relevant part, as "any
16 repair or reconstruction of...a project financed in whole or in p
17 buildings and all other publicly owned works or property.
18 added). Bombardier does not contest the "public" nature of
19 repair work (including maintenance) on the publicly-owned /
The ATS is property of Clark County and was paid for with pu

1 CBE-552 was a five-year contract with many compli
2 that time, all with the central object of keeping the A1
3 Bombardier argues this work was not a "project" because
4 deadline in the contract. However, CBE-552 spends 5 page
5 repair tasks, and then also incorporates Preventative Main
6 spaced sheets listing more than 50 scheduled inspections c
7 standard from the American Society of Civil Engineers w
8 requires a "comprehensive maintenance plan" which Bomba

10 The Labor Commissioner was not required to
11 interpretation of "project" as requiring prescheduling. It serv
12 less well than the Labor Commissioner's interpretation. N
13 cover work that is not scheduled well in advance, because th
14 not most) repairs: one cannot readily predict when elevat
15 systems are going to break down. Injecting a requiremen
16 scheduled is an unrealistic narrowing of the meaning of
17 underlying purposes of prevailing wage law to protect worke
18 wades.
19

1 Bombardier's approach is also contrary to the holdin
2 unscheduled work in repairing construction equipment and
3 covered work. *State of Nevada Bus. & Ind. v. Granite Cor*
4 *Nev. 83 (2002) (delivery drivers); So. Nev. Operating Engin*
5 *119 P.3d 720 (2005) (equipment greasers and repairmen);*
6 *P.2d 923, 927 (Wash. App. 1998) (equipment maintenance*
7 *Wage & Hour Cases 49 (DOL WAB 1965) (same); U.S. v. S*
8 *1996); In re Vecellio & Grogan, Inc., 1984 WL 161749*
9 *Dworshak Dam, 1973 DOL Wage App. Bd. LEXIS 9 (1973)(s*
10 *v. Missouri Dept. of Labor and Indus., 111 S.W.3d 425, 427 (I*

11
12
13 **VI. "Elevator Constructor" is the applicable classificat**

14 The Labor Commissioner's determination that "e
15 appropriate classification is supported by substantial ev
16 appropriate classification are specifically reserved to the Lab
17 *supra*; NRS 338.030; NRS 338.090. The Labor Commissio
18 his order. The ATS was the same type of equipment that elev
19 of the same technical skills translate between elevator const
Many of the same tools are also used by both elevator const

1
2 **VII. The Decision did not constitute "rule making
Procedures Act**

3 The Labor Commissioner's decision that the repair work
4 Constructor rate did not violate the Administrative Procedure
5 does not engage in *ad hoc* rulemaking when he applied the
6 prevailing wage list to determine the correct classification. It is
7 quite clear about this in *City Plan Development, Inc. v. Office of Labor*
8 Nev. 419, 117 P.3d 182 (2005). Bombardier's reliance upon
9 *Engineers Contract Compliance Trust v. Johnson*, 121 Nev. 35, 1
10 (2005) and *Labor Commissioner v. Littlefield*, 123 Nev. 35, 1
11 is not justified. Each of those cases concerned the who
12 classification from the prevailing wages list, not the approach to
13 determine the applicable classification. The Court in *Johnson*
14 conclusion in *City Plan. Johnson* 121 Nev. at 530, 119 P.3d 182
15 where the Labor Commissioner makes recourse to predefine
16 have been subject to the rulemaking requirements of the APA, 119
17 P.3d at 31 (stating "the APA's notice and hearing requirements
18 merely set prevailing wage rates or place individual workers in

19 The absence of the specific duties performed by the
affect this conclusion. The Commissioner's published ic

1 satisfy the definition of a "public work" in NRS 338.010(16).
2 is both qualified and limited. The exemption only applies to
3 related to the normal operation of the public body or the normal
4 The Labor Commissioner concluded that neither of these exemptions
5 conclusion is supported by substantial evidence.

6 A. *"Normal Operations"*

7 In order for the NRS 338.011(1) operations exemption to apply to
8 operations that are "normal." NRS 338.011(1). The Labor Commissioner
9 did not involve McCarran Airport's normal operations. He concluded
10 convenience to passengers, it does not affect the taking of
11 getting passengers to their destinations, which is the normal operation
12 the exclusive means of transit from one part of the airport to another.
13 ATS was important to McCarran Airport but held that importation
14 "normal operations." Importance in and of itself cannot justify
15 governmental expenditure is arguably important or it should be
16 the fact that much of the work on the ATS is done at night without
17 passengers. The repair work of the ATS technicians is not important
18 even of the ATS itself let alone the airport.

19 Bombardier highlights that which it considers to be favorable
Court to re-weigh the evidence, this time in Bombardier's

1 analogous situations where the Legislature has established a
2 the application of a statutory standard to an agency th
3 recognized that the agency's decision should be afforded "gr
4 *Dist. v. Local Gov't Emp. Mgmt. Relations Bd.*, 90 Nev. 442,
5 *Mirin*, 92 Nev. 503, 553 P.2d 966.

6 b. *Normal Maintenance*

7 The NRS 338.011(1) exemption also applies to a cont
8 normal maintenance." Like the normal operations exer
9 exemption is committed the judgment of the Labor Com
10 338.090(2)(a); see also NRS 607.205. The Labor Commissic
11 work under CBE-552 did in fact contain normal maintenar
12 heavy or corrective maintenance tasks go beyond the non
13 exempt under NRS 338.011. Those tasks cross over into th
14 these tasks that went beyond normal maintenance that wer
15 requirement.

16 Consequently CBE-552 included some exempt norm
17 non-exempt repair work. The Commissioner properly conc
18 retains that character even when it is bundled with exempt
19 reasoned that NRS 338.011(1) was not intended to be u
prevailing wages for work that would rightfully be subject to pr

1 ATS was not a railroad. Bombardier's APM system does not
2 wheels running on metal rails past various properties and
3 instead is an unmanned car with rubber tires running over
4 inside a single facility. It is akin to a driverless bus. It does
5 not even leaving the property of a single public agency.
6 predecessor (Westinghouse) successfully persuaded the court
7 "railroad" in *Westinghouse Elec. Corp.* NRS 705.690 exempts
8 Chapter 338. That exemption would have been unnecessary
9 guideway is somehow a "railroad".

10 Instead, Bombardier claims the railroad exemption by
11 project or even to this State. Bombardier points to the fact that
12 the east and also manufactures and sells railroad equipment
13 rejected this argument on the basis that there was no evidence
14 Bombardier was acting in the capacity of a railroad company
15 with this project. He pointed out that Bombardier has no
16 Nevada law for any other purpose. Because of the public
17 company, it is granted statutory powers that are not attached
18 *Chicago Great W. Ry. Co.* at 59. It is the unique feature
19 allowed states to single out railroad companies and treat
corporations. *Missouri Pac. Ry Co. v. Mackey*, 127 U.S. 2

1 railroad company). True railroads in Nevada pay fees to (

2 Utilities Commission of Nevada (NRS 704.309), which Bomb

3 The Labor Commissioner pointed out that extending th

4 companies with railroading activities elsewhere in the world

5 to permit a wide-scale avoidance of the prevailing

6 Commissioner's narrower application of the exemption to

7 railroad is consistent with the remedial purpose of prevailin

8 language of NRS 338.080 that refers to "operating" a railroad

9 **X. The remedy ordered by the Labor Commissioner v**

10 The Labor Commissioner did not obligate Bombard

11 exempt maintenance work. He ordered that the prevailing w

12 worked under CBE-552, which he estimated to be the amo

13 that went beyond normal maintenance. The contract itself

14 performed to "corrective" work that the Labor Commissioner

15 with conflicting evidence from the parties that this type of wo

16 40%, he settled the question by relying about what the contr

17 party to the contract, can hardly be heard to complain that

18 Commissioner abused his discretion in relying upon it.

19 The Labor Commissioner's decision is in accorda

specifies that the payment of prevailing wages is basec

1 *Clemens Pottery* allows a fact-finder to make a just and rea
2 the amount of such compensable time in the absence of reli
3 at 687-88; see also *Mid Hudson Pam Corp. v. Hartnett*, 156
4 1989) ("When an employer fails to keep accurate reco
5 Commissioner is permitted to calculate back wages due
6 available evidence and to shift the burden of negati
7 Commissioner's calculations to the employer.") Bombardie
8 its obligations to keep the payroll records required by the
9 338.094. But this is immaterial as *Mt. Clemens Pottery* s
10 *bona fide* mistake. *Mt. Clemens Pottery* at 687-88.

11 The recent U.S. Supreme Court case of *Tyson Food*
12 (2016), demonstrates the continued vitality of *Anderson v. M*
13 680 (1946). When employers such as Bombardier fail to ke
14 would have been required to do had the contract been prop
15 338), and employees thereby have no way to establish with
16 uncompensated or undercompensated work, the remedial na
17 statutory scheme, and the public policy which it embodies, r
18 of proving uncompensated or undercompensated work an irr
19 Instead of punishing the employee by denying him any re
unable to prove the precise extent of uncompensated work,

1 average, on prevailing wage work, because "each employee
2 similar work, and was paid under the same policy." Tyson
3 Commissioner properly considered the estimates of both E
4 reaching his conclusion that the 20% figure in the cont
5 prediction of the amount of time employees spent on "correct

6 **XI. IUEC's Motion to Strike**

7 The Court grants IUEC's Motion to Strike Exhibit A to
8 the reasons set forth therein, and likewise declines to take
9 University Reno Economics Department professors" referenc

10 **XII. ORDER**

11 Having reviewed and considered the Petition for Judi
12 of the parties, the legal authorities contained therein,
13 supplement to the administrative record, the Court her
14 Commissioner's March 6, 2014, Decision in its entirety, at
15 Labor Commissioner solely for supervision and jurisdiction I
16 the payment by Bombardier pursuant to calculation to be
17 Department of Aviation as ordered in conclusions 5 and 6 on
18 This order and partial remand are made pursuant to NRS 233

19 IT IS SO ORDERED.

DATED this 6th day of July, 2016. APP 160

Nevada Office of the Attorney General
100 North Carson Street
Carson City, NV 89701-4717

1 Approved as to form:

2  NSB 1419

3 Timothy Baldwin, DDA
4 Attorney for Clark County

5
6 Richard McCracken, Esq.
Attorney for IUEC

7
8
9 Adam Paul Laxalt, AG
Melissa L. Flatley, Deputy AG
Attorneys for Office of the Labor Commissioner

10
11 Approved as to form, but not as to content and substance¹:

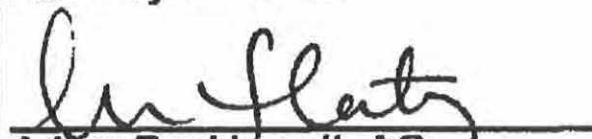
12
13 Paul Trimmer, Esq.
14 Attorney for Bombardier Transportation (Holdings) USA Inc.
15
16
17
18
19
20

Nevada Office of the Attorney General
100 North Carson Street
Carson City, NV 89701-4717

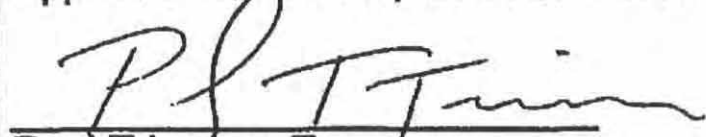
1 Approved as to form:

2
3 Timothy Baldwin, DDA
4 Attorney for Clark County

5  for
6 Richard McCracken, Esq.
7 Attorney for IUEC

8 
9 Adam Paul Laxalt, AG
10 Melissa L. Flatley, Deputy AG
11 Attorneys for Office of the Labor Commissioner

12 Approved as to form, but not as to content and substance¹:

13 
14 Paul Trimmer, Esq.
15 Attorney for Bombardier Transportation (Holdings) USA Inc.
16
17
18
19

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

BRUCE BRESLOW
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

Department of Business & Industry OFFICE OF THE LABOR COMMISSIONER

www.labor.nv.gov

May 2, 2017

CLARK COUNTY DEPARTMENT OF AVIATION
ADMINISTRATION BUILDING RD FLOOR, PURCHASING
845 EAST RUSSELL ROAD
LAS VEGAS NV 89119

Re: NOTICE OF PREVAILING WAGE CLAIM/COMPLAINT # NLC-17-001486
BID NO 17-604273, CARPET AND BASE COVE INSTALLATION

Please take notice that a prevailing wage complaint has been filed by **Sothorn Nevada Labor Management Cooperation Committee (LMCC) against Clark County Nevada Department of Aviation** on the above referenced projects.

Pursuant to Nevada Revised Statutes (NRS) 338.070(1), any public body and its officers or agents awarding a contract shall:

(a) Investigate possible violations of the provisions of NRS 338.010 to 338.090, inclusive, committed in the course of the execution of the contract and determine whether a violation has been committed and inform the Labor Commissioner of any such violations.

Pursuant to Nevada Administrative Code (NAC) 338, Section 110:

- (1) On its own initiative or upon notice of a possible violation, an awarding body shall cause such an investigation to be made as may be necessary to determine whether a violation of NRS 338.010 to 338.090, inclusive, or NAC 338.005 to 338.125, inclusive, was committed in the course of the execution of a contract for a public work that was awarded by the awarding body...Such an investigation must commence and conclude within a reasonable time, except **that the investigation must not exceed 30 days** unless an additional period of time is approved by the labor commissioner.
- (4) Upon the conclusion of its investigation, an awarding body shall issue, in writing, its determination of whether a contractor or subcontractor violated NRS 338.010 to 338.090, inclusive, or NAC 338.005 to 338.125, inclusive, and shall transmit a copy of the determination to the labor commissioner, the contractor and, if the contractor is a subcontractor, then to the prime contractor and any intermediate subcontractors, and any

person who filed a claim or complaint with the labor commissioner relating to the investigation.

Your determination is due by June 2, 2017. Please do not hesitate to contact me for assistance with this matter, including participating in discussions the claimant, respondent and your office. If you have any questions or require assistance, please call me at (702) 486-2738.

Sincerely,



Lleta Brown
Chief Compliance Audit Investigator

Encl.

cc: Clark County Nevada Department of Aviation (w/encl.)
Sothorn Nevada Labor Management Cooperation Committee LMCC (w/o encl.)



CLARK COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Civil Division

STEVEN B. WOLFSON

District Attorney

500 S. Grand Central Pkwy, Suite 5075 • Las Vegas, NV 89155 • 702-455-4761 • Fax: 702-382-5178 • TDD: 702-385-7486

MARY-ANNE MILLER
County Counsel

CHRISTOPHER LALLI
Assistant District Attorney

ROBERT DASKAS
Assistant District Attorney

JEFFREY WITTHUN
Director

May 23, 2017

RECEIVED

MAY 25 2017

NEVADA
LABOR COMMISSIONER - LV

Office of the Labor Commissioner
3300 West Sahara Avenue, Suite 225
Las Vegas, NV 89102


Re: Southern Nevada Labor Management Cooperation Committee v. Clark County,
Nevada, Department of Aviation

Dear Labor Commissioner:

Enclosed, please find Respondent Clark County Nevada, Department of Aviation's Answer to Complainant's Complaint regarding the above referenced case. If you have any questions regarding this matter, please feel free to contact me. Thank you.

Sincerely,

STEVEN B. WOLFSON
DISTRICT ATTORNEY

BY: 
TIMOTHY BALDWIN
Deputy District Attorney
Timothy.Baldwin@ClarkCountyDA.com

TB:ab
Enclosures



1 STEVEN B. WOLFSON
District Attorney
2 **CIVIL DIVISION**
State Bar No. 001565
3 By: **TIMOTHY BALDWIN**
Deputy District Attorney
4 State Bar No. 011048
500 South Grand Central Pkwy.
5 Las Vegas, Nevada 89155-2215
(702) 455-4761
6 Fax (702) 382-5178
E-Mail: Timothy.Baldwin@ClarkCountyDA.com
7 Attorneys for Respondent
Clark County Department
8 of Aviation

9 **BEFORE THE NEVADA STATE LABOR COMMISSIONER**

10 SOUTHERN NEVADA LABOR MANAGEMENT)
COOPERATION COMMITTEE, by and through its)
11 Trustees Terry Mayfield and John Smirk,,)

12 Complainant,)

13 vs.)

14 CLARK COUNTY NEVADA, DEPARTMENT OF)
AVIATION, a political subdivision of the State of)
15 Nevada; JOES DOES I through XX; and ROE)
ENTITLED I through XX, inclusive,,)

16 Respondents.)

17 **RESPONDENT CLARK COUNTY NEVADA, DEPARTMENT OF AVIATION'S**
18 **ANSWER TO COMPLAINANT'S COMPLAINT**

19 COMES NOW, Respondent, CLARK COUNTY NEVADA, DEPARTMENT OF
20 AVIATION ("County"), through their attorney Steven B. Wolfson, District Attorney, by
21 Timothy Baldwin, Deputy District Attorney, and in answer to Complainant's Complaint on
22 file herein, admits, denies and alleges as follows:

23 1. Respondent County lacks sufficient information to fully answer the allegations
24 contained in Paragraph 1 of Complainant's Complaint and therefore denies such allegations
25 contained therein.

26 2. Respondent County lacks sufficient information to fully answer the allegations
27 contained in Paragraph 2 of Complainant's Complaint and therefore denies such allegations
28 contained therein.

1 3. Respondent County lacks sufficient information to fully answer the allegations
2 contained in Paragraph 3 of Complainant's Complaint and therefore denies such allegations
3 contained therein.

4 4. Respondent County lacks sufficient information to fully answer the allegations
5 contained in Paragraph 4 of Complainant's Complaint and therefore denies such allegations
6 contained therein.

7 5. Respondent County lacks sufficient information to fully answer the allegations
8 contained in Paragraph 5 of Complainant's Complaint and therefore denies such allegations
9 contained therein.

10 6. Respondent County lacks sufficient information to fully answer the allegations
11 contained in Paragraph 6 of Complainant's Complaint and therefore denies such allegations
12 contained therein.

13 7. Respondent County lacks sufficient information to fully answer the allegations
14 contained in Paragraph 7 of Complainant's Complaint and therefore denies such allegations
15 contained therein.

16 8. Respondent County lacks sufficient information to fully answer the allegations
17 contained in Paragraph 8 of Complainant's Complaint and therefore denies such allegations
18 contained therein.

19 9. Respondent County lacks sufficient information to fully answer the allegations
20 contained in Paragraph 9 of Complainant's Complaint and therefore denies such allegations
21 contained therein.

22 10. Respondent County lacks sufficient information to fully answer the allegations
23 contained in Paragraph 10 of Complainant's Complaint and therefore denies such allegations
24 contained therein.

25 11. Respondent County lacks sufficient information to fully answer the allegations
26 contained in Paragraph 11 of Complainant's Complaint and therefore denies such allegations
27 contained therein.

28 ///

1 12. Respondent County lacks sufficient information to fully answer the allegations
2 contained in Paragraph 12 of Complainant's Complaint and therefore denies such allegations
3 contained therein.

4 13. With regard to Paragraph 13, Respondent County admits that it is a political
5 subdivision but denies that their administrative offices are only located at the address
6 identified in Paragraph 13.

7 14. Respondent County lacks sufficient information to fully answer the allegations
8 contained in Paragraph 14 of Complainant's Complaint and therefore denies such allegations
9 contained therein.

10 15. Respondent County lacks sufficient information to fully answer the allegations
11 contained in Paragraph 15 of Complainant's Complaint and therefore denies such allegations
12 contained therein.

13 16. Respondent County lacks sufficient information to fully answer the allegations
14 contained in Paragraph 16 of Complainant's Complaint and therefore denies such allegations
15 contained therein.

16 17. Respondent County lacks sufficient information to fully answer the allegations
17 contained in Paragraph 17 of Complainant's Complaint and therefore denies such allegations
18 contained therein.

19 **CONDUCT IN VIOLATION OF LABOR LAWS**

20 18. Respondent County admits the allegations of Paragraph 18 of the Complaint.

21 19. Respondent County admits the allegations of Paragraph 18 of the Complaint.

22 20. ?.

23 21. Respondent County lacks sufficient information to fully answer the allegations
24 contained in Paragraph 21 of Complainant's Complaint and therefore denies such allegations
25 contained therein.

26 22. The allegations of Paragraph 22 states a legal conclusion that requires no
27 answer of Respondent, but to the extent that such allegations require an answer, they are
28 denied.

1 23. ?

2 24. Respondent County denies the allegations of Paragraph 24 of the Complaint.

3 25. Respondent County denies the allegations of Paragraph 25 of the Complaint.

4 26. Respondent County denies the allegations of Paragraph 26 of the Complaint.

5 27. Respondent County lacks sufficient information to fully answer the allegations
6 contained in Paragraph 27 of Complainant's Complaint and therefore denies such allegations
7 contained therein.

8 28. The allegations of Paragraph 28 states a legal conclusion that requires no
9 answer of Respondent, but to the extent that such allegations require an answer, they are
10 denied.

11 29. Respondent County lacks sufficient information to fully answer the allegations
12 contained in Paragraph 29 of Complainant's Complaint and therefore denies such allegations
13 contained therein.

14 30. Respondent County denies the allegations of Paragraph 30 of the Complaint.

15 31. Respondent County denies the irrelevant allegations of Paragraph 31 of the
16 Complaint.

AFFIRMATIVE DEFENSES

First Affirmative Defense

19 Complainant's Complaint fails to state a claim upon which relief may be granted.

Second Affirmative Defense

21 Respondent asserts that the Complainant does not have standing to bring this case.

Third Affirmative Defense

23 The bid is for maintenance of carpet tiles throughout the airport, not one large project.
24 The maintenance is on several small areas on an as needed basis.

Fourth Affirmative Defense

26 The material Complainant refers to comes from Respondents own inventory and has
27 been purchased over several years.

28 ///

1 **Fifth Affirmative Defense**

2 Impossibility and impracticality. Due to the various sizes and patterns in different
3 locations, it is impossible and impractical to determine the tiles to be used.

4 **Sixth Affirmative Defense**

5 The solicitation was properly bid and awarded pursuant to NRS Chapter 332.

6 **Seventh Affirmative Defense**

7 NRS 338.010 does not include routine maintenance under the "Public Work"
8 definition.

9 **Eighth Affirmative Defense**

10 The routine carpet maintenance bid was valued at less than \$250,000.

11 **Ninth Affirmative Defense**

12 This action is barred to the extent Complainant seeks recovery for appropriate back
13 wages for a project that has not even been completed yet.

14 **Tenth Affirmative Defense**

15 At all times, Respondents acted in good faith and have reasonable grounds for
16 believing their actions were in compliance with the applicable statutes.

17 **Eleventh Affirmative Defense**

18 The Respondent asserts that the Complainant is seeking to recover more than the
19 Complainant is entitled to recover in this case, and award of the judgment sought by the
20 Complainant would unjustly enrich the Complainant.

21 **RESERVATION OF AFFIRMATIVE DEFENSES**

22 All possible affirmative defenses may not have been alleged herein, insofar as
23 sufficient facts were not available, after reasonable inquiry, upon the filing of this Answer
24 and, therefore, Clark County reserves the right to amend this Answer to allege additional
25 affirmative defenses if subsequent investigation warrants.

26 WHEREFORE, Respondents pray that the Complainant takes nothing by reason of
27 their Complaint on file herein, and that they recover from Complainants a reasonable

28 ///

1 attorney's fee, their costs and disbursements in this action, and, for such other relief as the
2 Labor Commissioner may deem proper.

3 DATED this 23rd day of May, 2017.

4 STEVEN B. WOLFSON
5 DISTRICT ATTORNEY

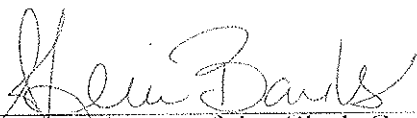
6 By: 

7 TIMOTHY BALDWIN
8 Deputy District Attorney
9 State Bar No. 011048
10 500 South Grand Central Pkwy. 5th Flr.
11 Las Vegas, Nevada 89155-2215
12 Attorney for Respondent
13 Clark County Department of Aviation

14 **CERTIFICATE OF SERVICE**

15 I hereby certify that I am an employee of the Office of the Clark County District
16 Attorney and that on this 23rd day of May, 2017, I served a true and correct copy of the
17 foregoing **RESPONDENT CLARK COUNTY NEVADA, DEPARTMENT OF**
18 **AVIATION'S ANSWER TO COMPLAINANT'S COMPLAINT** via the United States
19 Postal Service, prepaid first-class postage or via electronic email addressed to the parties at
20 the following address:

21 Christensen James & Martin
22 Evan L. James, Esq.
23 Kevin A. Archibald, Esq.
24 7440 W Sahara Ave
25 Las Vegas, NV 89117
26 elj@ejmly.com
27 kbc@ejmly.com
28 *Attorney for Complainants*


An Employee of the Clark County District
Attorney's Office – Civil Division

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

BRUCE BRESLOW
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

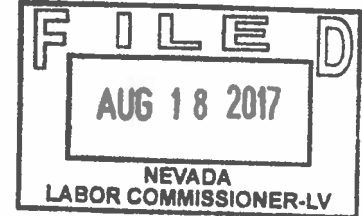
OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

Department of Business & Industry OFFICE OF THE LABOR COMMISSIONER

www.labor.nv.gov

August 18, 2017

CLARK COUNTY DEPARTMENT OF AVIATION
ADMINISTRATION BUILDING 3RD FLOOR, PURCHASING
845 EAST RUSSELL ROAD
LAS VEGAS NV 89119



Re: REQUEST FOR DOCUMENTS CASE # NLC-17-001486
BID NO 17-604273, CARPET AND BASE COVE INSTALLATION

On April 28, 2017, Southern Nevada Labor Management Cooperation Committee, ("LMCC") filed a formal complaint with the Office of the Labor Commissioner ("OLC") against Clark County Department of Aviation ("CCDOA") for possible violation of NRS 338.010 to 338.090, inclusive, or NAC 338.005 to 338.125, inclusive. The complaint specifically alleged failure to properly invite project bids pursuant to NRS Chapter 338 on Bid No. 17-6044273, Carpet and Base Cove Installation at the McCarran International Airport ("Project"). A copy of the Complaint was previously provided.

The OLC is in receipt of CCDOA's May 23, 2017 Answer to the Complaint. After a review of the Reply, the OLC requests further documentation be provided. It is hereby requested that by close of business **September 25, 2017**, CCDOA provide the following to the OLC:

- (A) The name and address of the contractor or subcontractor and its responsible officers;
- (B) The name and address of:
 - (1) The prime contractor for the public work and its responsible officers;
and
 - (2) Any intermediate subcontractor and the respective responsible officers of that subcontractor;
- (C) A copy of the contract for the public work, which must include, without limitation, information identifying the deadline by which bids on the contract were accepted, the date on

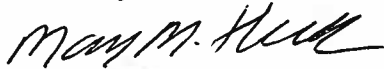
which the contract was awarded, and the scope of work performed by the contractor or subcontractor;

(D) Copies of the applicable certified payroll reports and nonperformance payroll reports submitted by the contractor or subcontractor; and

(E) Copies of purchase orders and receipts for material used on the Project.

If you have any questions, please contact our office at (702) 486-2650.

Sincerely,

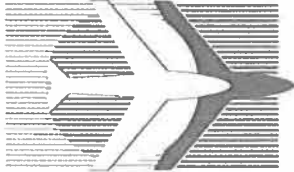


Mary M. Huck
Deputy Labor Commissioner

cc: Sothorn Nevada Labor Management Cooperation Committee LMCC

Clark County of the District Attorney Timothy Baldwin

LAS VEGAS



McCARRAN INTERNATIONAL AIRPORT

Department of Aviation

ROSEMARY A. VASSILIADIS
DIRECTOR

POSTAL BOX 11005
LAS VEGAS, NEVADA 89111-1005
(702) 261-5211
FAX (702) 597-9553

September 22, 2017

Mary M. Huck
Deputy Labor Commissioner
Office of the Labor Commissioner
3300 West Sahara Avenue, Suite 225
Las Vegas, NV 89102



Certified Mail: 91 7199 9991 7034 4065 4719

RE: REQUEST FOR DOCUMENTS CASE # NLC-17-001486
BID NO 17-604273, CARPET AND BASE COVE INSTALLATION

We are in receipt of the letter issued by the Office of the Labor Commissioner dated August 18, 2017 requesting additional documentation regarding the subject agreement. In response, the Clark County Department of Aviation offers the following responses:

A. Name/address of contractor & its responsible officers

- This bid was awarded to Nevada Contract Carpet Inc (NCC). Attachment A consists of several documents to identify this firm and its owners/principals. This attachment includes a disclosure of ownership document, Form W-9, and several state & county licenses.

B. 1. Name/address of prime contractor & its officers

- See Item A above.

2. Name/address of any intermediate subcontractor & its officers

- N/A, NCC did not propose to utilize any subcontractors.

C. Copy of the contract, including bid acceptance deadline, award date & scope of work

- A copy of Invitation to Bid 17-604273 for Carpet and Base Cove Installation follows as Attachment B. The award date of December 8, 2016 is marked at the top of the first page. This first page also indicates the bid submission deadline of 2:00 PM PST on December 1, 2016. The complete scope of work is contained in the body of this document. The bid was awarded pursuant to Nevada Revised Statute (NRS) 332. No work has been performed against this contract.

D. Copies of payroll reports submitted by contractor/subcontractor

- N/A, there are no payroll reports since the work associated with this contract was awarded pursuant to NRS 332 and is not public work. Furthermore, no work has been performed against this contract.

E. Copies of purchase orders and receipts for material used

- Attachment C is the purchase order that was issued for this contract, however, no work has been performed against this contract and no materials have been used to date.

Sincerely,

Edward Munzing
Purchasing Administrator

cc: Timothy Baldwin, Deputy District Attorney
Michael Foran, Senior Purchasing Analyst
File



Clark County Board of Commissioners

Steve Sisolak, Chairman • Chris Giunchigliani, Vice Chair
Susan Brager • Larry Brown • James B. Gibson • Marilyn Kirkpatrick • Lawrence Weekly

APP 174

ATTACHMENT A

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:			Nevada Contract Carpet Inc.			
(Include d.b.a., if applicable)			N/A			
Street Address:			6840 W. Patrick Lane		Website: www.nccfloors.com	
City, State and Zip Code:			Las Vegas, NV 89118		POC Name and Email: Steve Bucher - sbucher@nccfloors.com	
Telephone No:			702-362-3033		Fax No: 702-362-5455	
Nevada Local Street Address:			N/A		Website: www.nccfloors.com	
(If different from above)			N/A		Local Fax No: 702-362-5455	
City, State and Zip Code:			N/A		Local POC Name: Steve Bucher	
Local Telephone No:			702-362-3033		Email: sbucher@nccfloors.com	

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Phyllis Kay Bucher	Treasurer	51%
James R. Bucher	President	49%
Stephen C. Bucher	Vice President	0%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: Stephen C. Bucher
 Title: Vice President

Print Name: Stephen C. Bucher
 Date: 11/14/16 11/18/16

ATTACHMENT A

SECRETARY OF STATE



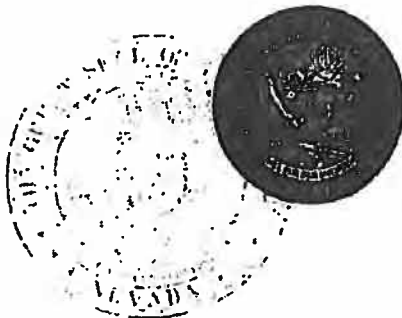
NEVADA STATE BUSINESS LICENSE

NEVADA CONTRACT CARPET INC.
Nevada Business Identification # NV19871038330

Expiration Date: November 30, 2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 19, 2016

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

**License must be cancelled on or before its expiration date if business activity ceases.
Failure to do so will result in late fees or penalties which by law cannot be waived.**

ATTACHMENT A

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002012630
LICENSE NUMBER: 1001716-240
LICENSE PERIOD: 11/01/2016 - 04/30/2017

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Nevada Contract Carpet Inc
6840 W Patrick Ln
Las Vegas, NV 89118

BUSINESS LOCATION ADDRESS:

6840 W Patrick Ln
Las Vegas, NV 89118

TYPE OF LICENSE: Contractors

LAND USE: C-1

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

Current Planning Comments :

C-1 zone. Approved for administrative office only for contractor. No outside storage permitted at this location.

DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Jacqueline R. Holloway

JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE
500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252

LAS VEGAS



McCARRAN INTERNATIONAL AIRPORT

ATTACHMENT B

Department of Aviation

ROSEMARY A. VASSILIADIS
DIRECTOR

POSTAL BOX 11005
LAS VEGAS, NEVADA 89111-1005
(702) 261-5211
FAX (702) 597-9553

November 18, 2016

Contract awarded 12/08/2016
with the approval of the
Clark County District Attorney's Office.

**CLARK COUNTY, NEVADA
BID NO 17-604273
CARPET AND BASE COVE INSTALLATION**

ADDENDUM NO. 1

This notice will serve as an Addendum to Bid No. 17-604273, Carpet and Base Cove Installation. Please note that Addendum No. 1 must be acknowledged on page 83 of the Bid Form to be considered responsive, or your bid may be rejected.

Please strike item number 4 from the Installation Technical Specifications, page 24, and replace with the following:

→ **4. EMPLOYEES**

- a. Bidder to supply OWNER proof that its employees are certified installers upon OWNER's request.
- b. Bidder employees must adhere to appearance policy defined in this specification.
- c. Bidder employees requiring unescorted access on the secure side must successfully pass a ten (10)-year criminal history records check per Federal regulations.
- d. Bidder employees not requiring unescorted access are required to attend a badge training class.
- e. Bidder employees will adhere to and enforce all airport security regulations.
- f. All airport issued badges must be worn while Bidder employees are working on airport premises and visible at all times.

All other information, including the Bid Opening and submission deadlines, remain as scheduled for December 01, 2016 at 2:00 p.m. based on the time clock at the Department of Aviation Purchasing front desk.

Thank you for your interest in doing business with us. If you have any questions, I can be reached at michaelfo@mccarran.com.

Issued By:

MICHAEL FORAN
Senior Purchasing Analyst

Cc: **Ralph LePore, Assistant Director, Terminal Operations**
Edward Munzing, Purchasing Administrator
File



Clark County Board of Commissioners

Steve Sisolak, Chairman • Larry Brown, Vice Chairman
Susan Brager • Marilyn Kirkpatrick • Chris Giunchigliani • Mary Beth Scow • Lawrence Weekly

APP 178

HELPFUL BID INFORMATION

DID YOU KNOW IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY MCCARRAN INTERNATIONAL AIRPORT IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:



BID OPPORTUNITIES

You may access any of Purchasing's bid opportunities via McCarran's website. Please visit www.mccarran.com or telephone (702) 261-5013 for assistance.

In addition, bid opportunities are posted for seven (7) days in the local newspaper.

PRE-BID CONFERENCE ATTENDANCE WE WANT YOU!



You have received this "Invitation to Bid" with the anticipation of doing business with Clark County McCarran International Airport. You are encouraged to attend the pre-bid conference because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

The date and time of the pre-bid conference is provided for on the cover page of the bid document. **SEE YOU THERE!**



INTERESTED IN BUSINESS OPPORTUNITIES?

The McCarran Disadvantaged Business Enterprise Liaison Officer works with Purchasing to expand the economic prospects of all disadvantaged groups in the business community and promote full and open competition in all procurement and purchasing activities. If you would like the opportunity to discuss business opportunities with Clark County McCarran International Airport, you can contact Amy Shaw, DBE Liaison Officer, at telephone number (702) 261-5123. **If you have questions concerning how to prepare a bid, contact the Purchasing Analyst noted in this bid document.**

10. INDEMNITY

The successful Bidder and subcontractors of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of successful Bidder's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly cause, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of successful Bidder its subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. OWNER shall promptly notify successful Bidder, in writing, of any such claim, demand, or lawsuit. Successful Bidder shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claimer groundless, false or fraudulent.

11. PATENT INDEMNITY

Successful Bidder hereby indemnifies and shall defend and hold harmless OWNER and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by successful Bidder, or out of the processes or actions employed by, or on behalf of successful Bidder in connection with the performance of the Contract. Successful Bidder shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives; provided that OWNER or its representatives shall have notified successful Bidder upon becoming aware of such claims or actions, and provided further that successful Bidder's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

Successful Bidder shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the OWNER's designated contact as specified in this bid document. OWNER is not bound by any oral representations, clarifications, or changes made in the written specifications by OWNER's employees, unless such clarification or change is provided to Bidders in written addendum form.

13. PUBLIC RECORDS

The OWNER is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the OWNER may not be disclosed until the bid is recommended for award of a Contract.

14. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be immediately returned to the Bidder and may not be considered for award.

Bidder agrees to fully indemnify the OWNER if the OWNER is assessed any fine, judgment, and court cost or attorneys fees as a result of a challenge to the designation of information as proprietary.

21. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or any informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

22. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a Bid Release Form has been properly filled out and submitted to the Main Reception desk. Withdrawn bids must be resubmitted and time-stamped in accordance with this bid document in order to be accepted.

No bids may be withdrawn for a period of 90 calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers during this period. The Bidder's offer will expire after 90 calendar days unless the Bidder further extends the offer in writing.

If a Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

23. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder unless the OWNER determines that the quality of the services, supplies, materials, equipment or labor offered does not conform to the requirements or the public interest would be served by rejecting that bid. The determination of the lowest responsive and responsible Bidder may be judged on the basis of all or some of the following factors: price; conformance to specifications; past performance; performance or delivery date; quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the Contract; and the best interest of the public. The OWNER has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the Contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, the OWNER may re-award this Contract if the successful Bidder is found to be in breach of the Contract. Rewarding the Contract by the OWNER is not a waiver of any liability of the initial Bidder awarded the Contract.

24. REJECTION OF BID

OWNER reserves the right to reject any and all bids received by reason of this request.

25. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- a. Failure to use the Bid Form furnished by the OWNER.
- b. Lack of signature by an authorized representative on the Bid Form.**
- c. Failure to properly complete the Bid Form.
- d. Evidence of collusion among Bidders.
- e. Unauthorized alteration of Bid Form.
- f. Failure to complete and submit the Disclosure of Ownership/Principals form.
- g. Failure to acknowledge any Addenda issued on the Bid form.

OWNER reserves the right to waive any minor informality or irregularity.

26. DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any Bidder recommended for award of a Contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. **The Disclosure of Ownership/Principals form shall be submitted to the OWNER within 24 hours after request.** Failure to complete the subject form by the Bidder may be cause for rejection of the bid.

30. ANTI - DISCRIMINATION

The BOCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidizing private discrimination.

The successful Bidder shall not refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

- a. In connection with the performance of work under this Contract, the successful Bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- b. The successful Bidder further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- c. Any violation of such provision by a successful Bidder constitutes a material breach of Contract.
- d. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

The successful Bidder acknowledges that if discrimination has occurred, the OWNER may declare the successful Bidder in breach of Contract, terminate the Contract, and designate the successful Bidder as non-responsible.

31. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the Contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of OWNER and any sureties.

32. TERMINATION FOR CONVENIENCE

The OWNER reserves the right to terminate the Contract in whole or part at any time whenever the OWNER shall determine that such a termination is in the best interest of the OWNER without penalty or recourse upon 30 calendar days written notice of intent to terminate. In the event that the OWNER elects to terminate the Contract, the termination request will be submitted to the BOCC or the Department of Aviation for approval.

33. TERMINATION FOR CAUSE

If the successful Bidder fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this Contract, the OWNER may **immediately** cancel all or part of the Contract upon written notice of intent to cancel without any liability by the OWNER to the successful Bidder. In the event of cancellation for cause, the OWNER may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as the OWNER may deem appropriate, and successful Bidder shall be liable to OWNER for any excess cost or other expenses incurred by the OWNER.

34. SURVIVABILITY

The terms and conditions of the Bid regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

35. AIRPORT SECURITY

a. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

1. Landside: The non-secure portion of the Airport;
2. Airside: The Secured Area/Security Identification Display Area (SIDA); and
3. Sterile Areas: The parts of the terminal buildings that require access through a security check point.
Note: This is a part of the SIDA.

All successful Bidder's personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

- d. A Maroon or Green badge provides access to the Airport Secured Area/SIDA, as stipulated by OWNER and is required when successful Bidder has to provide pedestrian escort to Airport Secured Area/SIDA or has to guard a door or gate that allows access to Airport Secured Area/SIDA. Personnel with a Maroon or Green badge may act as escort for persons (visual control) at worksite only and are not authorized to escort vehicles.
- e. A Tan badge is authorized by and signed for by OWNER. This badge is required for all other personnel who do not have a Maroon or Green badge. A Tan badge provides access to Landside/Public/Sterile Areas as stipulated by OWNER. Tan badge holders may not be escorted into the Airport Secured Area/SIDA, nor do Tan badge holders have authority to escort and must be screened through the TSA passenger security screening checkpoints prior to entering Airport Sterile Areas.
- f. Successful Bidder will provide OWNER with information on the specific doors/points of entry through which access is required. OWNER will relay access requests to the Airport Badging Office for card readers (Maroon or Green badged personnel only) and to the Facilities Division for keyed doors. Access will be removed after Contract completion.
- g. Any toolbox, and tools contained within, for work/project duties only, may be brought into the Airport Sterile and Secured Area/SIDA, however, it is subject to search by the Airport and the TSA and must be controlled/secured. Toolboxes may not be taken through the TSA passenger security screening checkpoints.
- h. "Airport personnel" includes any and all personnel of the Airport, operator, concessionaires, vendors, contractors, and subcontractors. All of these personnel using tools of the trade (knives and any cutting instrument/tool of any kind) within the Sterile and Secured Area/SIDA must have an Airport Issued Security Identification badge. Non-badged personnel may use necessary tools of the trade in sterile areas under visual supervision and escort of a properly badged person. Tan badged are prohibited from escorted non-badged personnel. Tools not under direct visual supervision must be secured from public access.

37. APPLICATION/DOCUMENTATION

- a. Successful Bidder through the OWNER's representative must obtain a fingerprint and badging application package from the Airport Badging Office. Upon completion, successful Bidder shall submit the application package to the Airport Badging Office. **NOTE:** If applicable, successful Bidder must first obtain applications for CBP Access Seal and complete necessary process and background checks for all of its personnel prior to requesting Airport Security Identification Badge.
- b. Applications for picture badges must be processed through the Las Vegas Metropolitan Police Department (METRO). Two (2) forms of personal identification are required prior to submitting the application to the Airport Badging Office, one (1) of which must be a government-issued picture I.D.
- c. OWNER will provide the Airport Badging Office with confirmation of the Notice of Award for each Contract, including any renewals and/or extension dates and notice of Contract completion.

38. BADGING AND FINGERPRINTING COST

a. DOA-Contract:

NO FEES APPLY, with the exception of a lost / stolen badge:

1st Badge -	\$50.00
2nd Badge -	\$100.00
3rd Badge -	\$200.00
4th Badge -	No Badge issued (Individual may request an appeal)

Note: The Airport will not issue refunds for a lost or stolen badge.

b. Construction Contractor hired by the DOA:

Applicable Fees are as follows:

Fingerprinting -	\$42.00
Initial Badge -	\$10.00
Badge Renewal -	\$10.00
Lost / Stolen Badges -	Same as above DOA-Contract
No show for scheduled Security Training Class-	\$30.00

**GENERAL CONDITIONS
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

1. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder contingent upon the submission of all requested documents after award within the timelines specified, unless the OWNER approves an extension. Bidder must bid on all items to be considered a responsive bidder.

2. NOTICE OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. The Contract document shall include this Bid Document, any associated Addenda, and the Bid Form as signed by the successful Bidder and any associated attachments required.

3. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions that the Bidders may have.

4. INITIAL TERM

The initial term of this Contract shall be from date of award through June 30, 2017 with the option to increase current Contract quantities by 20% based on operational needs.

5. CONTRACT RENEWAL

OWNER reserves the option to renew this Contract for an additional four (4), one-year period(s). At the expiration of the initial term, or if any renewal options are exercised, at the expiration of the last renewal option exercised, OWNER shall have the right to extend this Contract as indicated below.

6. CONTRACT EXTENSION

OWNER reserves the option to temporarily extend this Contract for up to 180 calendar days from the expiration of the initial term, or if any renewal options are exercised, from the expiration of the last renewal option exercised, for any reason. Contract pricing in effect at the time of extension shall apply to the Contract extension term.

7. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that they have read and understand the bidding documents and that the bid is made in accordance therewith, and that it has visited the site and familiarized itself with the local conditions, laws, and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

8. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

9. ADDITIONAL BID SUBMITTALS

Any agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection by the BOCC.

- h. Failure to Deliver: In the event that the successful Bidder fails to deliver the product in accordance with the terms and conditions of the Contract, the OWNER shall have the option to either terminate the Contract or temporarily procure the product from another supplier. If the product is procured from another supplier, the successful Bidder shall pay to the OWNER any difference between the bid price and the price paid to the other supplier.
- i. Liquidated Damages - Completion of Contract: In case of failure on the part of the successful Bidder to deliver the product within the time specified, or within such additional time as may be granted by the formal action of the OWNER, the successful Bidder shall pay to the OWNER, as liquidated damages, \$2,000.00 per calendar day. This sum shall be considered as reimbursement, in part, to the OWNER for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from the successful Bidder or billed to the successful Bidder directly. This shall not preclude the recovery of any other damages that can be reasonably estimated.
- j. Service and Inspection Instructions: Prior to delivery, the product(s) shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the manufacturer's standard pre-delivery service check list shall be completed for the product(s), signed by a representative of the organization performing the inspection/service and delivered with the product(s).

The product(s) will be inspected at time of delivery, by an authorized representative of the OWNER, for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. In the event deficiencies are detected, the product(s) will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made, the product(s) re-inspected and accepted. If the product(s) is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product(s), make the necessary corrections and redeliver the product(s) for re-inspection and acceptance.

No later than one (1) working day following the notification of intent to deliver, the successful Bidder must provide the OWNER's authorized representative a complete typed or printed list indicating the Dealer's Stock Number, product's Identification Number and applicable Purchase Order number.

14. CONSUMPTION ESTIMATES

The quantities appearing on the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantity of products or services furnished in accordance with the bid; and it is understood that the scheduled quantity of products or services to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

15. PURCHASE ORDERS

The Department of Aviation Finance Purchasing and Contracts will create purchase order(s), which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

16. INVOICING

Invoices are to be sent to McCarran International Airport, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004, or via email to accountspayable@mccarran.com. Invoices are to be sent within 90 calendar days of completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable Department of Aviation's authorized representative.

All invoices should include the following information:

- a. Company Name
- b. Complete Address (including street, city, state, and zip code)
- c. Telephone Number
- d. Contact Person
- e. Itemized description of products delivered (including quantities) or services rendered (including dates)
- f. Clark County McCarran International Airport Purchase Order Number
- g. Company's Tax Identification Number
- h. Bid Number
- i. Itemized pricing and total amount due (excluding sales and Use Tax)
- j. Percentage Discounts / Payment Terms (if offered)
- k. Company's Invoice Number declare

The successful Bidder is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, the OWNER may declare the successful Bidder in breach of the Contract, terminate the Contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

24. ALTERATIONS TO CONTRACT REQUIREMENTS

The successful Bidder is not authorized to extend the functions, modify or alter the Contract without authorization from the OWNER. Special requests by departments, not covered by this Contract, must be handled as a separate Contract approved by the department and appropriate parties. Successful Bidder should obtain written authorization or a separate Purchase Order to cover items not included in this Contract.

25. CLEAN UP

Successful Bidder shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, successful Bidder shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, successful Bidder shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and successful Bidder shall leave the premises and work site in a neat, clean and safe condition. In the event of successful Bidder's failure to comply with the foregoing, OWNER may accomplish the same at the successful Bidder's expense.

26. DISPUTES

Any Disputes relating to this Contract after award shall be resolved through good faith efforts upon the part of the successful Bidder and OWNER. At all times, successful Bidder shall carry on the work and maintain his progress schedule in accordance with the requirements of the Contract and the determination of the OWNER, pending resolution of any dispute.

All work performed shall be properly reviewed by successful Bidder at its expense, and shall at all times be subject to quality surveillance by OWNER, or its authorized representatives who shall be afforded full and free access for such quality surveillance. Successful Bidder shall provide assistance and cooperation including stoppage of work to perform such examination as may be necessary to assure full compliance with requirements of this Contract.

Neither the failure to make such quality surveillance nor to discover defective workmanship shall relieve the successful Bidder of its rights or obligations under this Contract nor prejudice the rights of OWNER thereafter to reject or require the correction of defective work in accordance with the provisions of this Contract.

27. LAWS AND REGULATIONS – PERMITS

- a. Successful Bidder and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations, in effect at the time work under this Contract is performed, and successful Bidder agrees to indemnify and save harmless OWNER from and against any and all claims or expenses caused or occasioned directly or indirectly by its failure to so comply. Successful Bidder shall comply and shall cause its employees to comply with all personnel rules, airport rules and regulations, safety regulations and other instructions of OWNER, for work performed at the job site, and shall conduct its services in such a manner as to avoid endangering the safety or unlawfully interfering with the convenience of the public.
- b. Except as otherwise specified, successful Bidder shall procure and pay for all permits and inspections and shall furnish any bonds, security or deposits required to permit performance of its work hereunder.

28. RESPONSIBILITY FOR WORK SECURITY

- a. Successful Bidder shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. Successful Bidder shall promptly take all reasonable precautions, which are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, the OWNER's property, and the work site. Successful Bidder shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

33. TERMS OF PAYMENT

Terms of payment as listed on the Bid Form, shall be defined as the amount of discount offered by the Bidder to the OWNER if payment is made within a specified time frame.

Examples:

Terms of Payment 2 Percent 30 Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within 30 calendar days of receipt of invoice or delivery of an acceptable product, whichever is later.

Terms of Payment 0 Percent 30 Days.

No payment discount is offered and payment is due within 30 days of receipt of invoice or delivery of acceptable material or services, whichever is later.

No prompt payment discount will be considered by the OWNER in the bid evaluation process unless the discount period offered by the Bidder is 30 calendar days or more.

1.12 CHANGE IN JOB SPECIFICATIONS

The OWNER reserves the right to make any desired changes in the job specifications after the same shall be agreed upon in advance between the OWNER and the contracting company and such changes when furnished in writing will be a supplement to the original Contract (prior approval by OWNER required).

If additional services are added to the Contract, these sites shall be invoiced in accordance with the "Additional Services" pricing quoted on the Bid Proposal and shall be firm through the remainder of the then-current Contract year or until the additional service is no longer required (prior approval by OWNER required).

1.13 REMOVAL OF EMPLOYEE

OWNER reserves the right to request removal of any Bidder's employee should such action be considered necessary to the best interests of the OWNER.

1.14 INSPECTION OF SERVICES AND MATERIALS

All services performed, materials, supplies and equipment used to perform the required services shall be subject to inspection and approval by OWNER.

1.15 CONTRACT EFFORT REQUIRED

Productive man-hour requirements for the performance of all services specified herein is the sole responsibility of the Bidder. It is of the utmost importance that the Bidder utilizes skilled and productive manpower in order to satisfactorily furnish the required level of services specified in this Contract. Failure on the part of the Bidder to utilize skilled and productive manpower may produce unsatisfactory results which may cause the OWNER to make deductions from the Bidder's monthly invoices for unsatisfactory work or work not accomplished and if not accepted, grounds for termination of Contract.

1.16 SERVICES REQUIRED

- a. The awarded Bidder shall provide the services outlined and at the frequencies specified in accordance with the schedule for McCarran International Airport. OWNER may change frequencies/scheduling and review times 30 days in advance.
- b. Areas to be serviced will be described in the Installation Schedule. The figures contained are approximate and are estimates only.

1.17 SUPERVISION

- a. General: The Bidder shall arrange supervision of the Contract work. The Bidder or one of its supervisors shall be available at all times when the Contract work is in progress.
- b. On-site Supervisors for installation: The Bidder shall provide in writing to the OWNER at time of Bid opening the names and telephone numbers of on-site supervisors. The term "on-site supervisor" and "alternate on-site supervisor" means a person, designated in writing by the Bidder, who has authority to act for the Bidder on a day-to-day basis at the work site and to accept and sign for notices of deductions, inspection reports and all other correspondence on behalf of the Bidder.

1.18 SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES FOR INSTALLATION

a. Furnished by OWNER

1. Electrical power at existing outlets for the Bidder to operate equipment which is necessary in the conduct of its work.

b. Inspection of Services

1. DEFINITION- "Services", as used in this clause, include services performed, workmanship and material furnished or utilized in the performance of services.
2. The Bidder shall provide and maintain an inspection system acceptable to the OWNER covering the services under this Contract. Complete records of all inspection work performed by the Bidder shall be maintained and made available to the OWNER throughout the term of the Contract.
3. The OWNER has the right to inspect and test all services called for by the Contract, at all times and places during the term of the Contract. The OWNER shall perform inspections and tests in a manner that will not unduly delay the work.
4. If any of the services do not conform to Contract requirements, the successful Bidder will perform the services again in conformity with Contract requirements, at no additional cost to the OWNER.
5. If the successful Bidder fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the OWNER may: (1) by Contract or otherwise, perform the services and charge to the successful Bidder any cost incurred by the OWNER that is directly related to the performance of such service; or (2) terminate the Contract.
6. The OWNER will invite the successful Bidder to attend walk-through inspections during the term of this Contract, at a frequency determined by the OWNER. The successful Bidder will be required to attend these inspections. The Contractor's representative must be in a management position or above. Upon completion of inspection, the successful Bidder will be required to sign the inspection form acknowledging that an inspection was performed.

1.26 BIDDER QUALIFICATIONS

As a basis for qualifications, Bidders shall provide as part of their bid package (or within 24 hours of OWNER's request) the following items for evaluation:

- a. A statement of experience in carpet installation projects of similar scope and size.
- b. A list of five (5) references. Include a contact name, address, telephone number and dates of service for similar installations in the past five (5) years in the Clark County, Nevada area or other states.
- c. Bidder to supply OWNER with proof that its employees are certified installers for the specified floor coverings noted.
- d. The successful Bidder shall have and maintain a local carpet service company in the Clark County, Nevada area.

**INSTALLATION TECHNICAL SPECIFICATIONS
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

1. BASIC REQUIREMENTS

- a. Bidder must be a Clark County, Nevada based company with a license to do business in the State of Nevada and Clark County.

2. BIDDER POLICY

- a. Bidder must have a pre-employment drug testing policy. OWNER may seek proof of such a policy and appropriate test results.

3. ON-SITE SUPERVISOR

- a. Will be required to pass a ten (10)-year criminal history records check per Federal regulations to receive unescorted access on the airport's secure side.
- b. Same individual assigned to work at the airport regularly.
- c. 24/7 response (no answering service, live supervisor response).
- d. Bidder site supervisor will adhere to and enforce all airport security regulations.
- e. Must adhere to uniform and appearance policy defined in this specification.

4. EMPLOYEES

- a. Bidder to supply OWNER proof that its employees are certified C & A installers upon OWNER's request.
- b. Bidder employees must adhere to appearance policy defined in this specification.
- c. Bidder employees requiring unescorted access on the secure side must successfully pass a ten (10)-year criminal history records check per Federal regulations.
- d. Bidder employees not requiring unescorted access are required to attend a badge training class.
- e. Bidder employees will adhere to and enforce all airport security regulations.
- f. All airport issued badges must be worn while Bidder employees are working on airport premises and visible at all times.

5. VEHICLE/EQUIPMENT

- a. Bidder will supply OWNER designee, upon request, vehicle and equipment maintenance logs, preventative maintenance schedules and replacement schedules.
- b. OWNER personnel will inspect vehicles and equipment.
- c. Non-logo vehicles will not be permitted.
- d. Bidder equipment must be marked as property of the Bidder.
- e. Picture badged employees, who have been subjected to a background check, may use the necessary tools of the trade in secure areas provided that these tools remain under direct control.
- f. Tools not under direct supervision must be secured from public access.

6. SAFETY

- a. Material Safety Data Sheets (MSDS) for all chemicals used on airport premises and Bidder's Safety Plan must be submitted to the OWNER designee.

7. PERFORMANCE MEASUREMENT

- a. OWNER reserves the right to change the carpet installation frequency, as it deems necessary.
- b. OWNER through inspections will measure Bidder performance.
- c. OWNER will provide a reasonable time (within 24 hours) opportunity for the successful Bidder to correct performance deficiencies.

11. FIELD QUALITY CONTROL

Arrange for OWNER's carpet shop to provide field service specialist at commencement of installation to instruct installer in methods and to assure that project conditions are satisfactory.

12. CLEANING/PROTECTION AND RECYCLING

Cleaning and protection:

- a. Remove and dispose of debris and unusable scraps.
- b. Vacuum carpet using commercial machine with face beater element.
- c. Remove spots and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors.
- d. Remove excess adhesive from floor, base, wall surfaces without damage.
- e. Advise OWNER of protection methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion (for each jetway).

12.01 Recycling

- a. Follow manufacturer's instructions. (See Technical Specifications #14)

Scrap carpet:

- a. All scrap/cut carpet that is not a 36" x 36" tile will be disposed of by the contractor. Contractor WILL NOT dispose of carpet in any landfill. This includes both scrapes of new carpet tile, new roll material and removed used tile.

12.02 Location of Work

- a. Areas open to the general public (non-secure areas only) of the McCarran International Airport.
- b. Areas open to ticketed passengers only are the secured side areas of the McCarran International Airport.

13. DEFINITIONS

- a. Frequency- As per carpet installation schedule and areas.
Note: OWNER may change frequencies of scheduling.
- b. Time- Any work required by the terms, conditions and specifications of this Contract to be performed other than daily.

14. MANUFACTURER'S INFORMATION (Carpet flooring at McCarran)

- a. Milliken Flooring
 1. Cushionback Modular Tile (18"x18" and 36"x36")
 2. Specifications (See attachment)
 3. Floor Preparation, Adhesives, and Installation Instructions (See attachment)
 4. Recycling:
 - Remove tiles
 - Save full sized tiles that are in good shape (No holes and must be a complete 36"x36" tile; no cuts)
 - Palletize tiles, 80 tiles per pallet.
 - Shrink wrap.
 - Mark pallet as to pattern and square yardage per pallet. (Ex. McCarran D-Gate Hold Room- 80 SYD)
 - Sidemark in bold – EARTH SQUARE STOCK – MCCARRAN
 - Deliver to OWNER for shipment.
- b. Tandus Flooring
 1. ER3 & Flex-Aire Modular RS Tile (18"x18" and 36"x36")
 2. Specifications (See attachment)
 3. Floor Preparation, Adhesives, and Installation Instructions (See attachment)
 4. Recycling. (See attachment)
- c. Patcraft (Shaw) Flooring
 1. Paseo modular carpet tile (24"x24")
 2. Specifications (See attachment)
 3. Floor Preparation, Adhesives, and Installation Instructions (See attachment)
 4. Recycling (See attachment)

ADDITIONAL TECHNICAL SPECIFICATIONS



Modular Carpet Installation Instructions

These instructions are for use **ONLY** with Comfort Plus® cushionback and Underscore™ cushionback modular carpet. **DO NOT** use these instructions or any Milliken Adhesive to install carpet containing PVC.

APPLICABLE CRI INSTALLATION METHODS: Except where exceeded or modified by this instruction, Milliken recognizes the CRI Carpet Installation Standard 2011 as the minimum acceptable standard for the installation of its carpet products.

NOTE: Installation contractor is responsible for reasonable inspection of the product prior to installation and for maintenance of dye lot integrity during installation. Milliken will not be responsible for visible defects after carpet has been installed.

GENERAL: All Milliken modular carpet is designed for installation without permanent adhesives. This allows easy removal and reinstallation. Installation contractor should review these instructions before starting the actual installation. As a first preference, Milliken strongly recommends the use of a Milliken Certified Installation Contractor to install its products. As an alternate source, Floor Covering Installation Board (FCIB) certified contractors as well as companies that can document that they employ installers certified at the C-2 level or higher by the International Certified Floorcovering Installers Association (CFI) are also recognized as viable sources of quality installation.

TILE ORIENTATION: Some Milliken designs require specific installation methods (Quarter-turn, Ashlar, etc.) to achieve the intended appearance.

PRIOR TO INSTALLATION, always consult your local Milliken sales representative or Milliken Technical Services (1-800-528-8453 Option 3) if you have questions or concerns about the correct installation method. Due to the nature and construction of solution-dyed nylon, we are able to provide very unique, tufted design patterns. From time to time during installation, these products may require that tiles be shifted within the layout in order to avoid a dark line in one tile being positioned next to a dark line in another tile. The dark seam is not a carpet manufacturing defect and can be avoided by attention during the installation phase.

FLOOR PREPARATION:

NOTE: The following are guidelines. Financial responsibility for bringing any floor into conformance with these guidelines must be determined prior to beginning work.

- Concrete subfloors must be structurally sound, clean, dust free, smooth and level. Cracks and holes in excess of 1/8" (3.2mm) should be filled with a Portland Cement based floor patching material such as W.W. Henry 547 Unipro™, DAP "Webcrete 98", Maipex "Planipatch", Ardex "Featherfinish" or similar. Gypsum based compounds are not recommended.
- Milliken modular carpet backings are non-reactive and contain no P.V.C. or plasticizers. This greatly simplifies the floor preparation process and typically eliminates the necessity of old adhesive removal. All Milliken Modular carpets carry the "Lifetime Floor Compatibility" warranty. Milliken is not responsible for subfloor conditions. The installer has the responsibility for obtaining a successful installation.
- No chemical incompatibility exists between Milliken modular carpet or Milliken Modular Carpet Adhesive and any existing floor covering adhesive. This includes "cutback", asphalt emulsion, general-purpose adhesive, epoxy and any other commonly found flooring adhesives.
- The only physical requirement for existing adhesive films is that they be smooth, non tacky, and that residual trowel notches be reduced to 1/32" (0.8mm) or less. In most cases the removal of the existing floor covering accomplishes this with only normal sweeping, cleaning, and patching required prior to beginning installation.
- Regardless of adhesive type, the existing layer should have minimal residual tack. There is no chemical reaction; however, excessive tack may cause the carpet modules to become bonded too aggressively to the floor over time. This tack can be minimized or eliminated by sifting Portland Cement based patch powder into the existing film and sweeping away the excess or by applying a very thin layer of Portland patch. In cases such as this, a grid method of gluing is preferred if the product type allows.
- If additional smoothing is required and residual adhesive is black (cutback or asphalt emulsion) smoothing must be accomplished by applying a very thin layer of one of the above patching compounds.
- NEVER scrape, sand or mechanically abrade any exposed black adhesive or any existing resilient floor. These may contain asbestos.
- If residual adhesive is not black, scrape or sand until smooth and non-tacky as required.
- Protruding objects must be removed. Floor must be flat (not undulating) to within 1/4" in 12' (6.4mm across 3.66m) with no abrupt changes.
- Sealing or other post treatment of concrete floors is at the discretion of the installation contractor. In general, properly cured (90 days minimum) steel trowel finished concrete requires no additional treatment. Excessively porous or dusty concrete slabs are the only exceptions. Please call Milliken Technical Services if you have questions. Durabond D250 is a recommended product should this type of treatment be deemed necessary; however, any non-silicone based sealer will work acceptably with non-PVC backings. This treatment is **NOT** intended to be a corrective for out-of-specification water vapor transmission levels.
- When working with a Gyp-Crete or Gypsum subfloor, Milliken recommends sealing with a gypsum floor sealer prior to installation. Failure to do so will result in an unacceptable installation.
- Carpet should be stored between 40°F and 100°F (4°C to 38°C) and must be conditioned to between 60°F and 90°F (15°C and 32°C) prior to and during installation.
- Floor temperature should be 60°F (15°C) minimum for proper adhesive curing and performance. Relative humidity of the slab should not exceed 80% as measured by the RH Probe Test (ASTM F2170).
- Floor pH should not exceed 10.0. Floor should be acid washed using a 50/50 vinegar and water or a 1/20 muriatic acid and water solution if pH is greater than 10.
- Water vapor transmission should not exceed 5 lbs. per 1000 square feet (1.4 Kg/93m2) per 24-hour period as determined by the #625 Anhydrous Calcium Chloride test available from Taylor Tools, Denver, Colorado 800-525-3714. Equivalent tests (Vaprecision® or SINAK's "dome" test) are also available from various suppliers. Any test used **MUST** be performed to comply with ASTM F-1869-98.

NOTE: If your subfloor is contaminated with an oily residue either from removal of "cutback" during asbestos abatement or from a previous end use such as metal fabrication, this residue **MUST** be totally removed or covered prior to applying modular adhesive and carpet. In addition, if residual adhesive - either "cutback" or general purpose - has been damaged/reactivated by previously installed PVC-backed carpet, call Milliken Technical Services for guidance. The "Lifetime Floor Compatibility" warranty does **NOT** apply in these situations.

NEVER INSTALL ANY MILLIKEN MODULAR CARPET INTO WET ADHESIVE.

GENERAL:

- The pyramid technique (see diagram below) gives three alignment checkpoints on each tile placed and should be used on ALL products regardless of module size or backing. This technique also helps control spacing or "growth" and keeps the entire layout closely referenced to the chalklines. Strict attention should be paid to corner alignment. Tiles out of alignment by more than 1/8" (3.2mm) on 36" or 1m product should not be installed. Some "wandering" of edges due to undulation in the floor is unavoidable. This will be gradual and tend to come and go randomly, however, if corners become misaligned and this misalignment continues to increase, this indicates an out of square condition. The problem should be immediately determined and corrected.
- For best long term performance on stairs, a double undercut nosing such as Johnsonite part SVCD-XX-A or equal should be applied to each step with modules cut to fit on both the tread and the riser. This method of installation on stairs protects the carpet from receiving the impact present at the nose and helps in holding the riser carpet in place. Generally a Cove Base type adhesive is also used to adhere the riser and tread piece to insure that the carpet stays in place.
- It is possible to install both Underscore™- and Comfort Plus®-backed modules on stairs without the use of a separate nosing. This requires modifying and/or removing the backing and results in placing a structurally compromised product directly on the nose of the stair with no protection from the severe impact and abrasion that will occur. This is not recommended.
- Johnsonite transition treatments, stair nosings and similar products from other manufacturers are sold through distributors. For the location of the nearest Johnsonite distributor, call 800-899-8916. When obtaining transition/nosing treatments from other manufacturers, always be sure to specify the total thickness of the carpet product being installed to insure the correct transition product is used. **USE OF IMPROPER AND/OR INADEQUATELY INSTALLED TRANSITION TREATMENTS WILL RESULT IN EDGE FAILURE. SELECTION AND INSTALLATION OF THESE PRODUCTS IS THE RESPONSIBILITY OF THE INSTALLATION CONTRACTOR.**

PROTECTING CARPET AFTER INSTALLATION:

Milliken recognizes the CRI Carpet Installation Standard 2011 as the standard guideline for protecting carpet and associated materials after installation. The CRI Standard specifically states: "It is recommended that carpet be the last trade on any job site. However, if it is required to protect the finished floor covering from soil or paint, or if any additional work is required to be done after installation, the carpet should be covered with a non-staining building material paper. Protect the installation from rolling traffic by using sheets of hardboard or plywood in potentially affected areas." Also, CRI cautions: "Self-adhering plastic films may leave residues that result in rapid soiling after removal. Do not place plastic sheeting over any carpet installation because it may present a slip hazard. Most importantly, plastic coverings will trap moisture, retard adhesive curing and may promote mold growth."

NOTE: THE ABOVE INSTALLATION INSTRUCTIONS ARE GENERAL IN NATURE AND ARE NOT COMPLETE FOR EVERY MILLIKEN MODULAR CARPET PATTERN. SOME MILLIKEN PATTERNS REQUIRE SPECIFIC INSTALLATION METHODS (QUARTER-TURNED, ASHLAR, ETC.) TO ACHIEVE THE DESIRED APPEARANCE. ALWAYS CONSULT YOUR MILLIKEN REPRESENTATIVE OR TECHNICAL SERVICES IF THERE ARE QUESTIONS ABOUT THE CORRECT INSTALLATION METHOD.

This information is supplied by Milliken & Company
300 Lukken Industrial Drive West, LaGrange, Georgia 30240
BACKED BY THE LARGEST, MOST PRODUCTIVE RESEARCH AND DEVELOPMENT FACILITY IN THE CARPET INDUSTRY.
Call Technical Services Team Toll Free 1-800-528-8453 - Select Option #3

The above instructions represent the best available data and are deemed to be correct and complete; however, Milliken assumes no liability for installation-related problems.
07/2011

311 Smith Industrial Blvd., Dalton, GA 30722-1447



Form #003

ER3® & FLEX-AIRE® MODULAR RS® INSTALLATION & FLOOR PREP INSTRUCTIONS

General Notes

These installation instructions are general and are not intended to be applicable for all sub-floor conditions. If you have any questions concerning the proper installation (or use) of any Tandus Centiva products, please contact Tandus Centiva Installation Services at 800-241-4902, ext. 2625, 2623, 2129, 2023 or 2670. All products should be inspected for dye lot, style, color, size, quality and shipping damage prior to installation and should not be installed if any irregularities are observed. It is solely the responsibility of the installation contractor to insure that the sub-floor is properly prepared prior to installation.

Installer Certification

Tandus Centiva requires that all installers be certified prior to performing the installation of modular products on actual jobsites. Contact your local Tandus Centiva representative for more information on installer certification.

Site Requirements

Tandus Centiva modular products are intended for indoor installations on dry, properly prepared sub-floors. The product is not intended for installation on walls, stairs, ramps, outdoors, or on wet surfaces. Tandus Centiva is not responsible for product failure of any kind if these floor preparation and installation instructions are not adhered to. Only installation materials approved by Tandus Centiva should be used. Be certain to read and adhere to the shelf life and freeze-thaw stability information that is printed on the label of the installation materials.

Moisture & pH

Excessive moisture and/or high pH on any sub-floor, especially concrete, can cause product failure. For Tandus Centiva ER3 and Flex-Aire modular products, the maximum allowable moisture vapor emission rate (MVER) from the sub-floor is 5.0 pounds, as tested according to ASTM F-1869-04 (Std. Test method for measuring Moisture Emission Rate of Concrete). The required pH range is 9.0 or less as tested according to ASTM F-710-05. The In-Situ/RH (relative humidity) requirement on concrete is not to exceed 80% as tested according to ASTM F-2170-02 (Std. Test method for measuring Relative Humidity in Concrete). When using ER3 and Flex-Aire modular, Tandus Centiva requires that at least 1 MVER and 2 RH tests be performed on the initial 1000 sq ft of each project. In addition, a minimum of one test, alternating between MVER and RH, per 1000 sq ft is required for the balance of the project. When In-Situ RH testing has been eliminated from the test protocol, the Maximum Allowable MVER will revert to 3 lbs/24hr/1,000 sq ft. Refer to our Technical Services Bulletin "Moisture and pH Testing of Tandus Centiva Products" for specific instructions on test methods, ambient conditions, and other requirements.

Note that moisture vapor emission testing, relative humidity, and pH testing indicate the moisture level and pH of the concrete sub-floor at the time of installation. These tests do not provide static results and both moisture and pH can increase over time. Tandus Centiva is not responsible for product failure as a result of changes to sub floor conditions, including increases in moisture or pH levels, post installation. Experience has shown that more accurate and representative MVER, RH and pH testing results can be achieved when the HVAC system is functioning 24/7 for two weeks prior to installation and the indoor air quality has acclimated to occupancy conditions. In cases where the flooring substrate is light weight concrete, or is a Gypsum based leveling compound used as a topcoat over existing concrete, MVER results are not an accurate means of evaluating the conditions of the flooring substrate; therefore, RH will be the only recognized moisture test method.

pH Testing

Preparing the surface of a concrete slab for pH testing requires the following attention to detail. Make sure the concrete surface is adequately cleaned of any adhesives, primers, curing compounds, surface contaminants, etc. Exercise care not to over clean the surface of the concrete removing the thin layer of carbonation. This can result in higher, non-responsive pH readings. Slightly wet the concrete sub-floor surface with a small amount of distilled water and allow the water to stand for one minute. Apply pH test paper to the wet concrete surface and allow the pH test paper to remain in contact with the wet area for one minute. The pH test paper will change color depending on the pH of the wetted surface and a color scale is provided with the pH test papers for comparison. Note pH test paper commonly supplied in MVER test kits only measures up to a pH of 12 accurately.

Installation of Tandus Centiva products on sub-floor conditions that exceed the specifications and limitations provided in this document will void the applicable limited warranties. Tandus Centiva does not represent or make any express or implied warranties that Tandus Centiva floor covering products will or will not affect, prevent or cure any other moisture or alkalinity-related issues that may arise because of the moisture and alkalinity levels found in the concrete. Tandus Centiva expressly disclaims such express or implied representations or warranties.

Temperature & Humidity

The temperature of the interior environment, including the sub floor should be no lower than 65°F and no higher than 90°F at least 72 hours prior to, during and after the tile installation. All Tandus Centiva products and installation materials should be stored between 65°F and 90°F for at least 48 hours prior to installation. Relative humidity should be no more than 65%.

Floor Inspection

The sub-floor must be structurally sound and dry prior to installation. Any curing chemicals, sealers, finishers or other chemical treatments used on sub floors must be chemically and physically compatible with the Tandus Centiva backing and adhesive systems, or they must be removed or skim coated with a Portland cement based product. Chemically abated floors or the use of chemical adhesive removers prior to the application of Tandus Centiva backing and adhesive systems can result in product or installation failures and are not recommended nor warranted. If you have questions concerning the compatibility of specific chemicals with Tandus Centiva backing and adhesive systems please contact the Tandus Centiva Field Technical Service Department at 800-241-4902 ext 2625, 2623, 2129, 2023 or 2670.

Floor Debris Cleaning

Clean the sub-floor of all excess concrete spots, solid debris or paint spots using suitable scraping methods. Completely remove all wax, dirt, grease, paints or old adhesives (especially cutback or emulsion). DO NOT use solvents or any other chemical adhesive removers to clean the sub-floor. DO NOT use oil-based or silicone based sweeping compound. Contact Tandus Centiva for specific floor preparation guidelines including installation over cutback or information on general purpose adhesive.

Tandus | Centiva

MATERIAL RECLAMATION FORM- INSTRUCTIONS

*Tandus Centiva reserve the right to refuse any shipment not conforming to the guidelines stated herein. Questions or comments should be directed to Tandus Centiva Environmental Center at 800.248.2878 ext. 2691.

COLLECTING DEALER: _____ ACCOUNT MANAGER: _____

CUSTOMER
(Company Name, Address, City, State, zip)

Location of carpet to be reclaimed:
(where the truck needs to be sent)

Contact Name and Phone #

MANUFACTURER & TYPE OF CARPET TO BE RETURNED: (Style, Backing System, etc.)
If other than Tandus Centiva, a sample must be submitted to verify compatibility.

SAMPLE SUBMITTED: ☐ YES ☐ NO

YARDAGE TO BE RETURNED: _____

SCHEDULE OF RETURN: (Beginning and ending dates of shipment and yardage per shipment.)

I CERTIFY THAT THE CARPET BEING RECLAIMED HAS NOT COME INTO CONTACT WITH ASBESTOS
CONTAINING MATERIAL, OR ANY OTHER HAZARDOUS WASTE MATERIAL.

NAME: _____ JOB TITLE: _____

EMAIL: _____ FAX #: _____

SIGNATURE: _____

Please Note:

- No shipments will be accepted without approval and Material Reclamation Request Number (MRR#). Enclose sample when necessary. Each shipment must have a different Material Reclamation Request Number.
- All freight charges are to be prepaid; No collect shipments will be accepted unless pre-approved by Tandus Centiva.

OFFICE USE ONLY

MATERIAL RECLAMATION REQUEST NUMBER: _____ DATE: _____

APPROVED SIGNATURE: _____ DATE _____

MATERIAL RECLAMATION REQUEST NUMBER (MRR#) AND THE ADDRESS FOR THE RETURN WILL BE
PROVIDED UPON APPROVAL.

**The Carpet and Rug Institute
100 S. Hamilton
P.O. Box 2048
Dalton, Georgia 30722-2048
706/ 278-3176**

COPYRIGHT PENDING

DISCLAIMER

The Carpet and Rug Institute assumes no responsibility and accepts no liability for the application of the principles or techniques contained in this standard. Specifying authorities are responsible for reviewing applicable federal, state, and local statutes, ordinances, and regulations, including mandatory requirements contained in the Occupational Safety and Health Administration (OSHA) Hazard Communication Regulation.

Acknowledgements

This minimum standard requirement was prepared under the direction of the Installation Issues Management Team of the Carpet and Rug Institute and in cooperation with experts in the carpet installation and related fields.

When bending or folding is unavoidable for delivery purposes, the carpet is required to be unrolled and allowed to lie flat immediately upon arrival at the installation site.

CAUTION: Failure to observe the preceding requirements may result in the following:

- 1) Contamination from soil, grease and/or oil
- 2) Delamination
- 3) Dimensional changes
- 4) Permanent indentation
- 5) Development of wrinkles and bubbles
- 6) Pile reversal
- 7) Roll-crushing
- 8) Creases
- 9) Pattern distortion

6. Planning

All facets of the installation are to be coordinated. A scale drawing of the area to be installed is required to determine type of carpet, carpet quantities, quantity per dye lot, installation method, cushions, adhesives, transition moldings, wall base types and other accessories, and to identify the proper location of seams.

On new construction, provide architectural drawings that define the entire installation area with space names or numbers and a finish schedule of flooring style, patterns, colors and installation methods. On existing structures, provide new measurements and shop drawings.

Consideration should be given to carpet and adhesive conditioning, material delivery considerations and other trades' schedules. (Refer to Section 10)

6.1 Shop Drawings - The carpet shop drawing is required to contain the following information:

- Name of the job, owner and installation company. On new construction the name of the general contractor and architectural firm are required.
- Building address
- Date of drawing
- Scale
- Floor number and location in building
- Compass direction on each sheet
- Drawing for each area to be carpeted (color coding is preferable)
- Construction of substrate for each area
- Required floor preparation, materials and quantities.
- Type of installation for each area
- Quantities of carpet needed for each area, including roll length requirements, pattern repeat, manufacturer installation sequencing and cut list.
- Exact notations where dye lot changes occur
- Excess material in each area and how it is to be used
- Seam layout of each area

7. Site Conditions – All Installations

7.1 Substrate Conditions – The owner or general contractor is responsible for providing an acceptable substrate for the specified installation.

Note: Installing carpet prematurely before other trades have completed their work will result in problems with: overall appearance, visible damage, soiling, adhesive failure, delamination and dimensional stability. These conditions may not be immediately evident. Refer to Section 16-Protecting Indoor Installations.

7.2 Ambient Temperature and Humidity – The installation is not to begin until the HVAC system is operational and the following conditions are maintained for at least 48 hours before, during and 72 hours after completion. The carpet is to be installed when the indoor temperature is between 65-95°F (18-35°C) with a maximum relative humidity of 65%. The substrate surface temperature should not be less than 65°F (18°C) at time of installation. Do not allow the temperature of indoor carpeted areas to fall below 50° F (10° C), regardless of the age of the installation. If these conditions are not attainable, contact flooring manufacturer for applications to warranty.

7.3 Floor Preparation - Carpet is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities are required to be repaired to ensure a smooth, finished appearance, prevent accelerated wear and telegraphing substrate irregularities. Substrates are required to be structurally sound and free of foreign substances that will compromise the carpet or its installation. Patching compounds are required to be suitable for the use application. Select polymer-fortified patching compounds according to the carpet manufacturer's instructions. (Refer to ASTM E1155-96 (2008)).

Note: Patched areas may be porous and highly alkaline, which will prevent adequate adhesive bond. For best results, prime patched areas. Consult patch manufacturer for primer recommendations and compatibility with adhesives.

7.4 Concrete - Concrete must be cured, clean and dry. Cracks, chips and saw cuts must be properly patched or treated. Concrete is available in two basic forms; lightweight and normal weight. This difference is based on the type of aggregate used in the mix. Lightweight concrete is most commonly, but not exclusively, used on upper floors. Various screeds and topcoats that are available – typically gypsum based - are NOT lightweight concrete.

CAUTION: Any concrete floor, even when adequately cured and dry, can allow moisture vapor to pass through to its surface. Depending upon the type of carpet and method of installation, the moisture emission rate greatly influences the long-term success of an installation. The use of a properly installed, uncompromised, approved moisture membrane is essential in preventing moisture migration into and through a concrete slab. (Ref. ASTM F 710)

structurally sound and well bonded to substrate. Fill grout lines flush with approved cementitious leveling or patching compound. Follow the open time recommendations of the adhesive manufacturer when adhering carpet to nonporous substrates.

- 8.2 Slate and Brick** - These surfaces may be too rough and uneven for most installations and may require refinishing and/or smoothing before installing carpet.
- 8.3 Asphalt** – It is required that asphalt surfaces be clean, dry, free from excessive oil and grease, and in good condition. Cure new asphalt for at least 30 days, or longer, depending upon weather conditions. Follow adhesive manufacturer's recommendation.

9.0 Testing Concrete Substrates

Refer to the carpet manufacturer's written instructions for guidelines on the number of test sites/data points and the allowable moisture and pH limits. The MVER, RH & Alkalinity testing must be performed to give an accurate assessment of the concrete condition and the test results/data of each test shall be within acceptable limits.

9.1 Before direct glue-down, double-glue down and some stretch-in (non-porous cushion or carpet) installations, the owner or general contractor, or their designated testing agent, is required to submit to the flooring contractor a written report on the moisture and alkalinity conditions of the concrete substrates.

Note: It is recommended that qualified independent third-party testing agencies be used for determining moisture and alkalinity conditions of a concrete slab. Testing by an independent third party specialist to determine installation suitability is a prudent and necessary safeguard for general contractors, owners, architects, flooring product providers and installation contractors to reduce the risk of concrete slab moisture related flooring problems. As a minimum, testing agencies or individuals are required to demonstrate verifiable experience in concrete moisture testing or be certified by a recognized organization.

9.2 Manufacturers Exceptions – If the carpet and/or adhesive manufacturer have products with specific installation instructions, then the carpet and/or adhesive manufacturer shall make those installation instructions available at the time of the purchase/delivery of the product.

9.3 Moisture Vapor Emission Rate (MVER) Testing - MVER tests must be conducted in accordance with the latest edition of ASTM F 1869, not to exceed 3 pounds per 1000 sq ft per 24 hours. (ASTM F1869 - Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride).

9.4 Relative Humidity (RH) Testing - Testing for internal relative humidity of concrete slabs must be conducted in accordance with the latest edition of ASTM F-2170, not to

Properly prepare all edges that are used for seams in strict compliance with carpet manufacturer recommendations.

- 12.1 Trimming** – Trim carpet edges at seams using tools and techniques best suited for the carpet style (e.g., loop-pile, cut-pile, cut-and-loop pile, woven carpet) in accordance with manufacturer recommendations. Trim edges far enough into the material to maintain the structural integrity of the carpet and to maintain pattern design where applicable.

Note: Although “row-cutting” both edges is preferred, other trimming techniques may be more suitable on some carpet. Many carpets do not lend themselves to all methods of cutting. Some woven carpet selvages are not to be trimmed. Contact carpet manufacturers for specific recommendations.

- 12.2 Sealing Edges** – Regardless of installation method, most carpet requires an edge protective material be introduced between the edges to be joined. This material can be a liquid or thermoplastic and can be applied using various procedures and techniques. Consult the manufacturer of the products for specific sealing procedures.

CAUTION: Failure to properly prepare seam edges often results in:

- edge ravel
- edge delamination
- tuft loss
- seam separation
- safety concerns

- 12.3 Proper Seam Characteristics** – With any seaming method, a properly constructed seam:
- has cleanly trimmed edges properly secured with seam sealer, if applicable
 - has tightly abutted edges without gaps or overlaps, maintains pattern integrity
 - will not be totally invisible

13. Direct Glue-Down Installation

- 13.1 Relaxation/Conditioning Carpet** – Refer to Section 10.

- 13.2 Additional Substrate Requirements** – It is required that substrates be clean, structurally sound, dry, and with no cracks, existing adhesives and surface irregularities that might show through the finished installation or cause premature wear and be free from contaminants that may interfere with adhesion. Substrate temperatures below 65 °F are unsuitable for adhesive application.

CAUTION: Carpet, when bonded with an adhesive, follows every contour of a substrate, imperfections can become very obvious after the carpet is installed. Joints, cracks, depressions and protrusions that are not on an even, flat plane may be unsightly and cause premature wear. Soil, dust, wax, oil, grease, moisture, alkalinity and other contaminants can prevent or otherwise destroy adhesion causing localized or widespread failure.

13.2.7 Sweeping Compounds - These compounds may leave residue that interferes with adhesive bonding. Do not use sweeping compounds prior to adhesive application. Vacuum dusty areas instead. Vacuum is required to have a properly functioning filter per OSHA and/or EPA requirements.

13.2.8 Layout – Lay out the carpet according to the seaming diagram. Where applicable, allow for pattern repeat. Align all carpet breadths to their proper position and trim seams.

13.3 Floor Adhesive Application

13.3.1 Trowel Selection - Select the appropriate adhesive and trowel notch configuration recommended by the carpet manufacturer and/or adhesive supplier, or refer to the list shown in Table II as a minimum.

13.3.2 Adhesive Application - Spread floor adhesive uniformly over the substrate with an appropriate trowel, leaving ridges of sufficient height to achieve full and complete coverage of both the substrate and carpet backing. Trowel notches wear down during use. Maintain a clean and properly notched trowel throughout the installation process. After sufficient open time, press carpet into the adhesive and roll with an appropriate roller as specified in section 14.7.

CAUTION: Bond failure most often is caused by:

- inadequate adhesive application from incorrect trowel notch size and/or trowel notch configuration or improper trowel angle during application
- improper type and grade of adhesive
- incorrect open time and/or working times
- bond breakers or substrate contaminants such as, but not limited to, residual curing and parting compounds
- pH and moisture-related problems
- lack of protection (see Section 20)
- premature traffic or cleaning before adhesives have adequately cured

13.3.3 Open Time – Appropriate open time varies depending upon environmental conditions, substrate porosity, backing system and adhesive type. Refer to the adhesive and/or carpet manufacturer for recommendations regarding open time.

13.3.4 Working Time - (also referred to as slip time) – length of time after covering the adhesive with carpet to make adjustments or manipulate the carpet without negatively impacting the permanent bond.

13.4 Alternative Adhesive Systems – Alternative field-applied systems, such as spray adhesive or roll-adhesive films, are available. Refer to carpet manufacturer information whether an adhesive system is acceptable.

13.5 Seam Adhesive (“Sealer”) - For carpet systems that require seam sealing, apply an appropriate seam adhesive in sufficient quantity to seal both edges trimmed for seaming, covering the thickness of the primary and secondary backing without

- 14.2 Preparation** – Refer to Section 6.0 and 9.0 of this Standard for floor preparation requirements.
- 14.3 Cushion Installation** - Install cushion in the longest continuous lengths possible with consideration to traffic patterns and carpet seam placement. It is required that cushion seams be at a right angle (90°) to carpet seams or offset at least six inches (150 mm). Butt cushion seams net without compression, leaving no gaps. Do not tape or staple cushion seams for double glue down installations.
- 14.4 Layout** –Where applicable, allow for pattern repeat. Align all carpet breadths to their proper position and trim seams. Take care to avoid cutting into cushion under seams.
- 14.5 Adhesives and Trowel Notch Sizes** - When applying cushion to floors and carpet to cushion, select the appropriate adhesive and trowel notch size recommended by the carpet, cushion and adhesive manufacturer. If recommendations are not available, refer to the general minimum guidelines in Table II. Spread adhesive uniformly over the cushion with the specified trowel or other application procedure.
- After sufficient open time, the carpet is to be pressed into the adhesive and rolled with the appropriate roller. Proper open time is critical for a successful installation.
- Note: excessive trowel pressure causes cushion to expand into the trowel notch reducing effective adhesive coverage rate.**
- 14.6 Seaming** - A variety of seaming options exist. Consult the cushion and carpet manufacturer for specific recommendations.
- 14.7 Rolling** – Refer to Section 13.6.
- 15. Attached-Cushion Installations**
- 15.1 Relaxing/Conditioning Carpet** – Refer to Section 7.11.
- 15.2 Carpet Layout** - Refer to Section 9.2 (Direct-Glue Installations)
- 15.3 Floor-Applied Adhesive Installations** - Use the carpet adhesive and seam adhesive recommended by the carpet or adhesive manufacturer. Also, refer to Table II.
- 15.3.1 Trowel Notch Size** - Refer to Table II
- 15.3.2 Open Time** – Allow adequate open time for adhesive. Open time varies depending upon environmental conditions and the adhesive type.
- 15.3.3 Installation Procedures** – Cut seam edges with appropriate tools based on carpet manufacturer recommendations. Trim edges to eliminate possible height variation at the seam. In the case of woven goods, carefully refer to the manufacturer's

specific carpet. **Cushion thickness for commercial carpet installations should not exceed $\frac{3}{4}$ inch (10 mm).**

Install separate carpet cushion in the longest continuous lengths possible, with cushion seams placed at right angles to carpet seams, or offset at least six inches (150 mm) to one side. Trim cushion flush with the inside contour of the tack strip and securely fastened to the substrate using staples or nonflammable cushion adhesive at all seams and around the perimeter of each room. With the exception of fiber cushions, secure seams with appropriate vinyl-coated cloth cushion tape per the carpet cushion manufacturer's recommendations.

- 16.4 Seaming** – The seaming method depends upon carpet construction and backing type. Always follow manufacturer recommendations for seaming. Common seaming methods include:
- hot-melt tape
 - hand sewing
 - tape and latex
- 16.5 Power Stretching** – Power-stretch carpet following the eight step procedure described in Figure 2. Firmly hook onto tack strip.

16.5.1 Using a Mechanical Stretching Device (i.e. Power Stretcher) is Mandatory.

Devices used as a substitute for, or an attachment to such devices that penetrate through the carpet backing may cause injury, damage carpet or substrates, or result in inadequate stretch. Such devices are not acceptable.

Mechanical stretching device – A tool used to stretch carpet during the installation process. This tool is commonly referred to as a "power stretcher" or "carpet stretcher" and can be found in a number of forms. This tool should have all of the following:

1. A method to positively engage the carpet without slippage or damage – usually a pin plate or similar structure commonly referred to as the "stretcher head".
2. A method to bridge between the "stretcher head" and a stationary structure – usually an opposing wall. This is typically a group of adjustable metal tubes ending in a padded plate.
3. A leverage or other type device that is capable of either supplying its own force or multiplying the force applied by the installer. This force is required to be sufficient to allow the carpet to be elongated by the amount required for the carpet being installed.
4. A method by which the elongation achieved can be locked and held in place.

CAUTION: Failure to mechanically stretch a carpet may result in:

- wrinkling and buckling over time
- localized damage to the carpet
- delamination
- Wrinkles and buckles most often are caused by: failure to adequately stretch carpet using a mechanical stretching device, using inappropriate or improperly installed cushion, adverse temperature and humidity conditions, or inadequate conditioning time.

16.5.2 Amount of Stretch – Due to the difference in carpet backing types, it is required that manufacturer recommendations for carpet stretch be followed. In the absence of specific recommendations, tufted carpet with synthetic backing should be stretched a minimum of 1% in length and in width. Patterned carpet may require additional stretch to obtain pattern match.

16.6 Finishing at Wall– Finish the installation along the wall, leaving a smooth, neat and secure transition. Trim carpet without damaging baseboards or moldings, leaving sufficient material for backing to be securely tucked into the gully without protruding face or backing yarns.

16.7 Transition Molding – Where carpet meets other floor coverings create a smooth transition and adequately protect edges with a transition molding that meets all carpet manufacturer and ADA requirements.

18.2 Adhesive Application - Follow manufacturer's recommendations. Generally, a thin film of pressure-sensitive adhesive is used to prevent lateral movement of modules.

19. Patterned Carpet Installations

19.1 Uninstalled Patterned Carpet - Carpet is a textile fabric subject to inevitable processing variations in the four pattern conditions: bow, skew/bias, elongation variations and trueness of edges. Measurement of these four conditions is performed on an uninstalled breadth of carpet. Individual manufacturers have tolerances to which their patterned products are required to conform. There are no industry standards for carpet pattern variations.

19.2 Understanding Carpet Manufacturer Tolerances – A successful patterned carpet installation requires a thorough understanding of patterned carpet characteristics by designers, specifiers, and all others involved with carpet selection and installation. Carpet is a textile fabric subject to inevitable process variations, which are more critical when patterns are involved. Most manufacturers provide established tolerances and specific installation instructions for their patterned goods, although most do not guarantee exact pattern match. Skilled, responsible and competent craftsmen experienced in the installation of patterned carpet can effectively make adjustments within manufacturer tolerances to provide a successful installation. To assist this process, clearly understand manufacturer tolerances. It is required that these tolerances be communicated and agreed upon by all parties prior to the specification, bid, purchase and installation.

Factors affecting pattern match on the job site include, but are not limited to: the method of installation, the condition and levelness of the floor and the type of carpet backing system selected. It is imperative that all parties agree upon realistic levels of expectation before the carpet is installed.

Installation of patterned carpet requires more time and expertise, requiring the use of mechanical stretching devices and additional staffing, thus affecting the cost of installation.

19.3 Patterned Carpet Installation Methods - Generally, patterned carpet may be installed by all installation methods. Consult the carpet manufacturer for restrictions.

19.4 Seaming Diagram – It is required that the seaming diagram reflect the desired pattern direction (6.1).

19.4.1 Patterned Carpet in Corridors - It is highly recommended that carpet with width-wise linear patterns not be installed breadth-to-breadth along the length of a corridor to avoid inconsistent alignment of pattern.

19.5 Roll Sequence - Roll sequencing information may be available from the carpet manufacturer. In the absence of roll sequencing information from the carpet

20.3 Maintain Temperature – Do not allow the temperature of indoor carpeted areas to fall below 50° F (10° C), regardless of the age of the installation.

21. Outdoor Carpet and Synthetic Turf Installation - Outdoor carpet installed with adhesives creates conditions quite different from those encountered indoors. Both carpet and adhesive are subjected to extreme weather and traffic. Installation surfaces are much more varied and often are uneven.

Note: Installing artificial turf on athletic fields is a highly specialized procedure and is outside the scope of this standard. Consult the manufacturer for specific installation instructions.

21.1 Carpet Selection - Carpet to be installed outdoors is required to be of the construction, and backing and fiber type recommended for outdoor use.

21.2 Site Conditions – It is required that all installation surfaces be clean, dry, sound, cured, smooth and have adequate drainage. It is required that the temperature prior, during, and after installation be a minimum of 65°F (18°C) and a maximum of 95°F (35°C). Substrate temperatures are required to be between 65°F (18°C) and 85°F (29°C). If these conditions are not attainable, contact the flooring and adhesive manufacturer for applications to warranty.

21.3 Floor Preparation - Carpet is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities are required to be repaired to ensure a smooth, finished appearance and prevent accelerated wear. Substrates are required to be structurally sound and free of foreign substances that will compromise the carpet or its installation. Patching compounds are required to be suitable for the use application. Select polymer-fortified patching compounds according to the carpet manufacturer's instructions.

Note: Check porosity. Patched areas may be non-porous and highly alkaline, which will prevent adequate adhesive bond. For best results, prime patched areas.

21.3.1 Wood – Cover slotted wood surfaces with an outdoor-grade plywood and prime with a primer that is compatible with the adhesive selected. Joints in the substrate must be properly patched and prepared to prevent telegraphing of joints. Waxed or oiled wood surfaces present special problems and require resurfacing. Adhesive installations over pressure-treated lumber generally are not recommended. Contact the adhesive and carpet manufacturer for recommendations.

21.3.2 Metal – Clean metal surfaces of grease, oil, soil and rust, and properly prime. Prepare painted metal surfaces and remove loose paint appropriately. Aluminum surfaces should be sanded and cleaned with cleaner approved by the adhesive manufacturer immediately before applying adhesive.

21.3.3 Surfaces such as terrazzo, ceramic and natural stone - Remove finishes and prepare flooring surfaces to ensure adhesion. These surfaces are required to be structurally sound and well bonded to substrate. Fill grout lines flush with approved cementitious leveling or patching compound. Follow the open time

APPENDICES

Table I	
Adhesives – Common Types Used in Carpet Installation	
A. Carpet Floor Adhesives	
1.	Latex Adhesive: Common name for adhesives used to install broadloom carpets, excluding those with vinyl backing, either directly to a substrate or over underlayment and cushion. Refer to carpet manufacturer for adhesive grade recommendation for specific backings and uses.
2.	Multi-purpose Adhesive: A latex adhesive designated for use with varying carpet types as well as non-vinyl backed (mineral-felt backed) resilient sheet goods.
3.	Vinyl-Back Carpet Adhesive: Adhesive specifically formulated for permanent installation of vinyl back carpet.
4.	Modular-Carpet Adhesive: Pressure sensitive type adhesive for releasable installation of modular carpets. Note: Always consult manufacturer for proper type adhesive.
5.	Outdoor Carpet Adhesive: Water resistant adhesive for installations of carpet designed for outdoor use. Refer to adhesive manufacturer for adhesive grade recommendation for specific backings.
6.	Polyurethane Carpet Adhesive: For installing specific polyurethane backings. Refer to adhesive manufacturer.
7.	Contact Adhesive: Used for bonding various carpet edge moldings to a substrate. It can be used for adhering carpet to difficult or irregular surfaces.
B. Carpet Seaming Adhesives (Seam Sealer)	
1.	Vinyl-back Seam Adhesive: Solvent-based (chemical weld) or solvent-free (mechanical bond).
2.	Latex Seam Adhesive: For applying seaming tapes, reinforcing sewn seams, sealing trimmed edges prior to "hot melt" seaming, securing binding, etc.
3.	Hot Melt Seam Adhesive: A thermoplastic adhesive used for adhesive or stretch-in applications.

Guidelines for Maintaining Indoor Air Quality During Carpet Installation

- During installation, maintain air circulation by operating the HVAC system at full capacity.
- Vacuum old carpet thoroughly before removal to minimize the amount of dust particles.

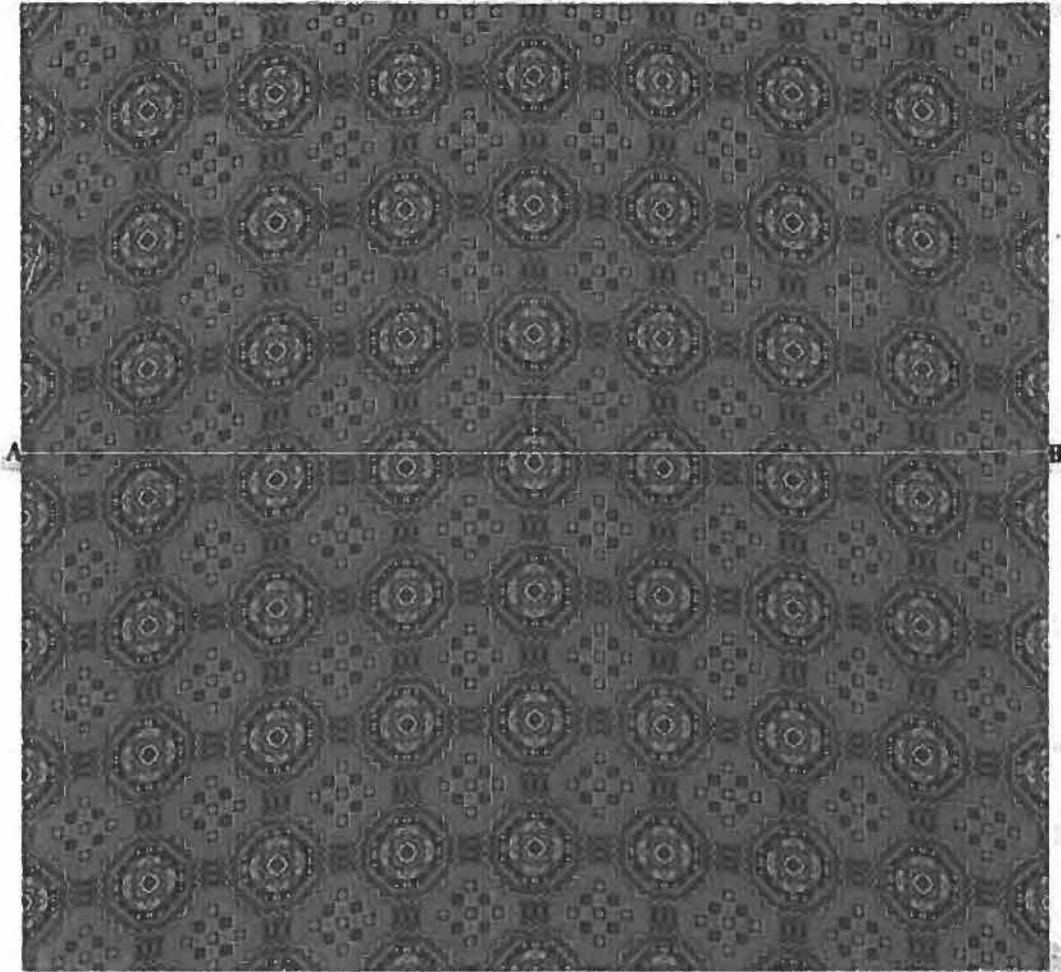
Note: When selecting a new vacuum cleaner, look for units bearing the CRI Seal of Approval "Green Label." This label identifies vacuums that have been tested and meet minimum standards for dust containment, soil removal, and carpet appearance retention.

- Vacuum the floor immediately after old carpet and cushion have been removed.
- Continue operating the ventilation system at normal room temperature for up to 72 hours after installation.
- If carpet is to be glued to the floor, use a low-emitting floor covering adhesive. Low-emitting floor covering adhesives may be identified by the CRI Adhesive Green Label Plus Program label on the container, or by contacting CRI as indicated below.
- If occupants consider themselves unusually sensitive to chemicals, they may wish to avoid the area or leave the premises while the old carpet is being removed and the new carpet installed.
- If possible, unroll the carpet in a well-ventilated area for 24 hours or more before installation.



Look for and purchase carpet, carpet cushion and floor covering installation adhesive products that display the Carpet and Rug Institute (CRI) Indoor Air Quality label. These three indoor air quality testing programs identify the products that have been tested and meet stringent indoor air quality requirements for low emissions. For further information on these programs, plus the CRI vacuum cleaner testing program, visit our website at www.carpet-rug.org.

**PATTERN BOW (WIDTH)
TRUENESS OF EDGE (LENGTH)**



Isolate Points "A & B" as directed in the document. Connect these points with a tightly stretched string as indicated by the white line. Pattern Bow (Width) is the distance between the string and the pattern at the point of greatest separation. Indicated here by the White "T".

The same general procedure is used to measure trueness of edge. For that measurement Points "A" and "B" are on the same lengthwise pattern line at least 40' apart. Edge trueness is the distance between the string and the pattern

DEFINITIONS OF TERMS

- adhesive** – A substance that dries to a film capable of holding materials together by surface attachment. [Applying adhesive to the floor normally is accomplished with a trowel, airless spray, or roller.]
- adhesive transfer** – When installing carpet, the degree of coverage and/or penetration of the applied adhesive into the back of carpet, while maintaining full coverage of the floor. [The degree of coverage may be influenced by adhesive type, method of installation, open assembly time and other factors.]
- alkali** – A soluble substance with base properties and having a pH greater than 7.
- attached cushion** – Cushion material permanently bonded to the back of carpet and rugs by the manufacturer.
- baseboard** – A board skirting the lower edge of a wall, covering the junction of the wall and the floor.
- bow** – A distortion visible as wavy or crooked lines when viewed across carpet width or length.
- calcium chloride test** – ASTM F1869 test method that is used to obtain measurements of moisture vapor emission rates over concrete substrates.
- carpet cushion** – Material placed under carpet to provide resiliency, support, insulation qualities and noise reduction. Also referred to as carpet lining, padding, or underlay, although "carpet cushion" is the preferred industry term.
- conditioning** – The process of allowing the substrate, carpet, cushion and sundries to relax or acclimate to the proper environment into which it is to be installed as described in the text.
- dead man** – A device used in carpet installation to provide a point of resistance for facilitating stretching procedures. Construction is a board with strips of tack strip attached to the bottom side.
- direct glue down** – An installation method whereby the carpet is adhered to the floor using the proper adhesive.
- double glue down** – An installation method whereby the carpet cushion is first adhered to the floor, and the carpet is then adhered to the cushion using the proper adhesives.
- Double-headed mini-stretcher (crab stretcher)** – Hand device used for stretching carpet in a confined area and aligning patterns where a power stretcher cannot be used and is not practical. Also used for removing fullness at seams and closing gaps at seams.
- dry line** – A length of line or cord, which is stretched slightly above the carpet, but not touching the carpet, and used as a visual reference in pattern alignment. Lasers also may be used in this capacity.
- gully** – The distance between the tack strip and the wall. A gully should always be slightly less than the thickness of the carpet and not exceeding 3/8 inch.
- HVAC** – Acronym for "heating, ventilating, and air conditioning" referring to indoor climate control systems.
- knee-kicker** – An installation tool designed to position carpet and move it onto the tack strip. [NOTE: With the exception of stair installation, knee-kickers should only be used for positioning and hooking the carpet onto the tack strip and not for stretching carpet. A power stretcher, i.e. mechanical stretching device, should always be used for stretching carpet during installation. See definition of power stretcher.]
- modular carpet** – Various shapes and sizes of carpet precut during manufacturing with applied backings. Backing materials include thermoplastic PVC, polyethylene, polyolefin, bitumen, polyurethane and other compositions for cushion and dimensional stability. Also referred to as "carpet tiles."

stretch-in – Installation method whereby carpet is placed over separate carpet cushion and is secured in place, under tension, using a power stretcher (mechanical stretching device).

tack strip – Wood strip fastened to the floor near the walls of a room, containing either two or three rows of pins angled toward the walls on which the carpet is stretched and secured in a stretch-in installation. (Also referred to as "tackless strip")

telegraphing – The gradual appearance of irregularities, imperfections, or patterns from a substrate onto the surface of the carpet or other floor covering.

threshold – The raised material beneath a door. Also known as a "door sill" or "saddle."

transition molding – A wooden, metal, vinyl, or plastic strip, either quarter round or shoe molding, attached to the bottom of a baseboard or wall to cover the joint between wall and floor or to cover raw edges of carpet at doorways or where carpet abuts another type of floor covering. There are two basic types: 1) Applied before – Shapes put in place before carpet is installed and carpet is fitted to them, commonly called "gripper bar"; 2) Applied after – Shapes put in place on top of installed carpet commonly called "binder bar."

tread – The horizontal part (walking surface) of a stair.

trowel – Hand implement used for metering and spreading adhesive to the floor or other substrate.

trueness of edge – Also referred to as lengthwise pattern bow. It is generally measured as maximum deviation from a straight line, over a defined distance, between common pattern points along the machine direction of the carpet.

tufted carpet – Carpet manufactured by the process of inserting pile yarns into a primary backing fabric through needles.

unitary carpet – Carpet backcoated with a compound intended to increase physical properties normally without the addition of a secondary backing.

plasticizer – A substance incorporated into polyvinyl chloride polymer or other polymers to increase flexibility, workability, or distensibility (capable of being extended).

working time (may be referred to as slip time) – The length of time available after covering the adhesive with carpet to make adjustments or manipulate the carpet.

woven carpet – Carpet produced on a loom. The lengthwise (warp) yarns and widthwise (weft or filling) yarns are interlaced to form the fabric. Carpet weaves, such as Wilton, Axminster and velvet, are complex, often involving several sets of warp and filling yarns for the pile and backing.



Installation

EcoWorx ES is a peel-and-stick system. It is extremely important that the subfloor be completely free of dust or debris that could contaminate the applied adhesive. To ensure a proper bond, apply latex primer such as Shaw 9050 to the sub floor to encapsulate any remaining dust prior to installation. Failure to prime the sub floor may result in installation failure.

Dusting/Powdering of Concrete: Prime the surface with a paint roll application of liquid latex such as Shaw 9050.

Patch, Leveler, Gypcrete: Prime the surface with a paint roll application of liquid latex such as Shaw 9050.

VCT and VAT: All tiles must be secure to the subfloor. Strip any wax from the surface.

Wood Subfloors: Floors must be Wood Association Approved and primed with a paint roll application of liquid latex such as Shaw 9050.

Raised Access Flooring: All panels must be smooth, level, secure and free of any material that will affect the adhesive bond. Carpet tiles must be installed offset from access panel seams. Gaps between panels must not exceed 1/16" (1.6 mm).

3. PREPARE EXISTING ADHESIVE

Existing Non Active Multipurpose Adhesive: Remove ridges, sweep or vacuum debris.

Existing Active Multipurpose Adhesive: Remove ridges then eliminate the adhesive tack with a product such as Shaw 6200.

Pressure Sensitive Adhesive Affected by Plasticizer Migration: If the previous carpet tile had a PVC backing and the plasticizer in the backing has transferred to the adhesive, you must thoroughly remove adhesive by wet scraping.

Existing Pressure Sensitive Adhesive: Evaluate the tack level of the existing adhesive. If sufficient, the existing adhesive can be used to install Shaw's modular products. If insufficient, apply new adhesive over existing adhesive.

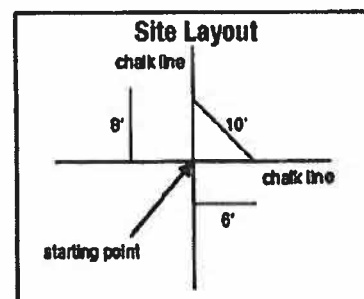
Active Cutback Adhesive: Wet scrape adhesive, reduce to a well-bonded residue and encapsulate with a product such as Shaw 9000.

Non Active Cutback Adhesive: Wet scrape adhesive and reduce to a well-bonded residue.

Do not use adhesive removers; they affect the bond and the new adhesive being applied.

4. LAY OUT YOUR SITE

- Start the modular installation as near to the center of the room as possible and position it to use the largest perimeter cut module size.
- Snap a chalk line parallel to one major wall bisecting the starting point. It may be necessary to offset the center chalk line to assure perimeter modules will be at least half size.
- Snap a second chalk line from the starting point at 90° to the first line. Use a 3-4-5, 6-8-10, or larger triangle depending on the room size. Meters or feet may be used to lay out the triangle in these proportions.



because flooring matters.



Installation

- Modules must fit snugly, but not be compressed. Press the entire surface of the tile to ensure adhesion. Check for fit by measuring the length of ten full modules after installation. The measurement must not be less than, or exceed by more than 1/4 inch, the length of the modules being multiplied by ten. For example: If 24" X 24" modules are being installed, the measurement should be between 240 and 240 1/4 inches.
- Roll the entire installation with a 75 lb. or greater roller to assure the proper adhesion to the substrate.

Flatwire Cable Systems

- Flatwire cables should be installed on top of the adhesive and centered underneath the carpet tile for better seam quality.

8. CUT YOUR TILES

- Measure and cut tiles from the back using a straight edge. Be sure the arrows are pointing in the correct direction.
- Or let tiles cove up the wall and cut with a carpet knife, wall trimmer or similar tool. Do not compress.

9. POST INSTALLATION CARE AND PROTECTION

- Place plywood over the carpet when heavy objects are moved within 24 hours after installation.
- Use protective chair mats under chairs with casters. This will prevent excessive wear to the face and possible transfer of the pressure sensitive adhesive to the back of the carpet.
- Place a non-staining building material paper over the carpet to protect it when additional construction activity is to take place. Do not use plastic sheeting as it will trap moisture.



because flooring matters.



EcoWorx® Environmental Guarantee Reclamation Program

Dear Shaw Customer,

In addition to being good for the environment, recycling is a significant value-added service that we offer our customers. In order to be eligible for our EcoWorx Environmental Guarantee Reclamation Program, your project must adhere to the following Program Guidelines and Material Quality & Staging Requirements. Eligible EcoWorx Guarantee Projects are managed by Shaw Reclamation at no cost to the customer.

Program Guidelines

- Through its EcoWorx Environmental Guarantee, Shaw pledges to transport and recycle any tile or broadloom carpet made with EcoWorx backing within the United States and Canada at no cost to the customer.
 - For U.S. and Canada locations, requests of 500 square yards of greater are eligible under the Guarantee.
 - For Alaska, Hawaii, and other U.S. Territories and Mexico, requests of 5000 square yards or greater are eligible under the guarantee.
 - For all other international locations, requests of 5000 square yards or greater are eligible under the Guarantee.
 - Shaw will pay for the transportation cost of EcoWorx material back to Georgia from any international port.
 - Costs incurred to transport the material from its origin to an international port are not included as part of the Environmental Guarantee.
- The customer is responsible for preparing the material for shipment.
- The pick-up location must be able to accommodate a 53-foot trailer and a live load of the material.
 - Additional required services such as pup trailers, dropped trailers, etc. will be provided as necessary at additional cost. These services are available in the continental United States only.
 - The customer must load the trailer to maximize weight, starting in the nose of the trailer and working toward the rear.
 - Trailers must be clean of any non-carpet debris (i.e. construction waste, cardboard boxes, trash, etc.).
 - A trailer refusal fee will be applied to any project that is not available for pick-up at the scheduled time.
- Shaw will not be held liable for any non-conforming material or any charges that arise from disposing of non-conforming loads. Any additional costs or liability associated with a non-conforming load will be passed on to the customer.
- To initiate your EcoWorx Environmental Guarantee Reclamation Project, please complete and submit the attached EcoWorx® Guarantee Reclamation Project Request Form for eligibility and scheduling purposes. Please email the completed form to: Bea.brahmbhatt@shawinc.com & Stephanie.prather@shawinc.com. **Please complete and submit the form at least 10 business days prior to the expected pick-up date.**
- Shaw will provide a proof of recycling certificate upon project completion. The certification process may take up to 30 days from the pick-up date.

Material Quality & Staging Requirements

- Only EcoWorx tile or broadloom products may be included in the project (see back of product for confirmation). Other carpet types, carpet pad, or carpet with attached pad will not be accepted.
- Material must be dry and free of non-carpet debris. If trash or other materials are present on the load, trash handling and disposal charges will be applied.
 - Material must not contain vinyl, asbestos, or adhesives containing asbestos.
 - Bio hazardous or contaminated material will not be accepted.
- All material must be staged on pallets no wider than 4ft by 4ft (pallets must be able to be loaded in a trailer side-by-side.)
 - Do not mix tile and broadloom on the same pallet.
 - Tile should be stacked flat and neatly onto pallets at least 38" high and no higher than 44".
 - Broadloom carpet must be cut into strips and then formed into individual rolls. Rolls should be stacked and palletized at least 38" high and no higher than 44".
 - All pallets must be strapped to secure the material during shipment (at least 2 straps, one on each pallet side). Rope or twine can be used for strapping material if necessary.
 - Pallets that come apart in transit may result in additional handling charges.



Installation Instructions Data – RESILIENT TILE FLOORING – Wall Base

Installation Instructions for Burke Flooring Profiles Rubber Wall Base - Type TP

A. Intro & Preparations:

Burke Flooring manufactures first quality products with high quality materials, quality-controlled processes, and with careful inspection made before shipment. However, a quality installation is the responsibility of the installer. The installer should verify the accuracy of the order; check the material for damages or defects. Also, check for color match and/or shade/pattern variation during installation. If a problem is encountered, a Burke Flooring representative should be notified of any problems before the application continues.

Burke Flooring Products are manufactured for interior use only. If you have any questions about a particular condition, call 800-669-7010 and ask for Flooring Technical Assistance.

Installers and or End-Users are responsible for determining the suitability of Burke Flooring products by means of their own tests/research. Burke Flooring cannot accept responsibility for losses or damage resulting from improper use of this information, improper processes, improper working conditions, or workmanship.

Acclimate flooring products, adhesives, and all accessories at 65° F (18.3° C) - 85° F (29.5° C) for 48 hours prior to installation, during installation, and afterwards for another 48 hours. The Profiles Rubber Wall Base should be un-rolled during the conditioning period, allowing it to relax and settle.

If storing for more than the 2 days prior to installation, store all materials in a weather-tight enclosure. Do not stack pallets, and do not stack boxes any higher than you received them. When handling, keep the wall base face-to-face and back-to-back, just the same as they are packaged.

In rooms that are exposed to intense or direct sunlight, protect the materials from the sunlight during storage, conditioning before and after, and installation.

3. Equipment

1. Burke Flooring BR-101 Wall Base Adhesive
2. Straight Edge
3. Utility Knife
4. 1/16" Square-Notched trowel
5. Tape Measure
6. Hand Roller
7. Carpenter's Square
8. Rags
9. Water, Rubbing Alcohol or Mineral Spirits

4. Application

On dry and porous surfaces, the base should be adhered to the wall with Burke Flooring's BR-101. Use a 1/16 inch Square Notched Trowel to spread the adhesive on the back of the base to within ¼" from the top. The adhesive should cover 90% of the back of the base. The adhesive can be spread on the wall if you prefer. If using a cartridge, then bead the adhesive from bottom to within a ½" approximately from the top. If using a multiple hole nozzle on your cartridge, use a 2-hole nozzle for 2.5" base, a 3-hole nozzle for 4" base, and a 5-hole nozzle for 6" base. Regardless of which method you use, insure that 90% of the back of the base is covered with adhesive.

On a non-porous surface, such as laminates, painted surfaces, and any other non-porous surface applications, you should remove the non-porous wall covering to the height of the base to allow the base to be applied to a porous surface. If you have a non-porous surface that cannot be removed, then install 3 pieces as a test with the BR-101 on the non-porous surface. Let sit for 24 hours and then check bond, if your bond is strong, go ahead with the application. BR-101 can work in some non-porous applications, but not all, testing is necessary. Do not use any contact cement on these products.

If the wall or floor are uneven, you may need to trim some ends in order to match up seams correctly. Use a utility knife or chop saw and cut from the face to the back.

Apply each piece of base once adhesive is applied, and use a hand-roller (or a clean rag and hand-pressure) to push into the base and towards the starting point, in order to properly join the base to the adhesive and avoid stretching.



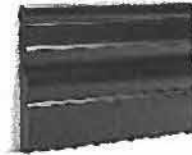
MILLWORK® RESILIENT WALL BASE

Installation and Maintenance Instructions



THE ULTIMATE
FLOORING EXPERIENCE

Millwork® Profiles



Handling and Storage

1. Johnsonite wall base and adhesives must be site conditioned at room temperature for 48 hours prior to, during, and after installation. Room temperature must be maintained between 65° and 85°F (18° and 30°C) with HVAC system operating. A minimum temperature of 55°F (13°C) must be maintained afterwards. The ambient relative humidity should be between 40% and 60%.
2. Care must be taken not to pull the wall base excessively when removing it from the carton. **The wall base will not shrink,**

but it will relax to its original length, if stretched.

3. In areas that are exposed to intense or direct sunlight, the product must be protected during the conditioning, installation, and adhesive curing periods, by covering the light source.
4. The highest quality of materials and workmanship is employed in the manufacture of Johnsonite Flooring and careful inspection is made before shipment. However, a quality installation is the responsibility of the installer. It is the installer's responsibility to verify the

accuracy of the order and to ensure the materials are checked for damage, defects, and satisfactory color match. An authorized Johnsonite distributor or Johnsonite representative must be notified of any defects before installation proceeds.

5. Johnsonite cannot accept responsibility for any loss or damage that may result from the use of this information, due to processing or working conditions and/or workmanship outside our control. Users are advised to confirm the suitability of this product by their own tests.

General Surface Preparation

1. All walls must be clean, smooth, flat and dry. The surface must be free of all dust, loose particles, solvents, paint, grease, oil, wax, alkali, sealing/curing compounds, old adhesive, and any other foreign material, which could affect installation. Remove existing adhesive mechanically – do not use chemical adhesive removers or solvents. Fill all depressions, cracks, and other surface irregularities with a good quality patching compound.

NOTE: Contamination on the substrate can cause damage to the resilient wall base material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the wall

base material or used to mark the substrate as they could bleed through and stain the wall base material. If these contaminants are present on the substrate they must be mechanically removed prior to the installation of the flooring material.

Caution: Do not use liquid solvents or adhesive removers.

2. Do not install Johnsonite Millwork Resilient Wall Base over vinyl wallcoverings.
3. Do not install Johnsonite Millwork Resilient Wall Base over non-porous surfaces with Johnsonite 960 Wall Base Adhesive. Utilize Johnsonite 946 Premium Contact Adhesive following the non-porous application instructions for all non-porous surface installations.

4. Never install Johnsonite Millwork Resilient Wall Base on surfaces that will be exposed to drastic temperature changes or moisture.

5. **Terrazzo and Ceramic** wall surfaces must be thoroughly sanded to remove all glaze and waxes. Remove or replace all loose tiles and clean the grout lines. Use a Portland cement based leveling compound to fill all grout lines and other depressions.

6. **Steel** wall surfaces must be mechanically abraded to assist with the adhesive bond. The wall must be cleaned to remove all dirt, rust and other contaminants. When applying adhesive the non-porous installation instructions must be followed.

Millwork Wall Base Installation

1. Recommended Adhesives:

a. Porous Surfaces ONLY:

Johnsonite 960 Wall Base Adhesive
Trowel: 1/8" x 1/8" x 1/8" "SQ" notch

b. Non-Porous Surface:

Johnsonite 946 Premium Contact Adhesive
Apply adhesive with a Brush or Short Nap Roller

Caution: Allow the adhesive to dry to the touch with no transfer to the finger. Once the adhesive reaches the "dry-to-touch" state, the wall base must be installed within 45 minutes and immediately rolled.

2. Equipment Requirements:

- ♦ Standard or Sliding Compound Miter Saw equipped with a Carbide tip blade with 80 teeth or greater
- ♦ Utility knife
- ♦ Straight edge
- ♦ Tape measure
- ♦ Carpenter's square
- ♦ Slide Bevel & Protractor
- ♦ Hand roller

♦ Dividers (Crain 380 or equivalent)

3. Installation Procedure

- a. Cut the Millwork Resilient Wall Base to the required lengths using a Standard or Sliding Compound Miter Saw equipped with a Carbide tip blade with 80 teeth or greater.

Note: When butting wall base seams together, it may be necessary to square cut the factory edge if butt ends do not align.

- b. For installations on porous wall surfaces apply Johnsonite 960 Wall Base Adhesive to the ribbed surface (back) of the wall base with an 1/8" square-notched trowel. **The adhesive should cover 80% of the back surface.** Leave a 1/4" (6.35mm) uncovered space at the top of the wall base to prevent the adhesive from oozing onto the wall above the base when installed.

- c. For installations on non-porous wall surfaces (i.e.: metal, epoxy paint, ceramics, etc.) apply Johnsonite 946

Premium Contact Adhesive to both the wall surface and the back of the wall base. Allow adhesive to thoroughly dry to the touch. Carefully position the wall base on the wall surface.

Note: Once contact is made to the wall surface, the wall base cannot be moved.

- d. Position wall base on wall surface and roll with hand roller. **Always roll back to starting point to prevent stretching the wall base.**

4. Clean-up

- a. Use a clean white cloth dampened with water to remove wet adhesive from wall base, substrate, floor covering and tools.

- b. Dried adhesive may require the use of denatured alcohol applied to a clean white cloth. (Follow manufacturer's precautions when using denatured alcohol.)

CLARK COUNTY, NEVADA

 Name of Firm

BID FORM
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION

This bid is submitted in response to the OWNER's Invitation to Bid and is in accordance with all conditions and specifications in this document.

CARPET AND BASE COVE INSTALLATION					
Item No.	Description	Unit of Measure	Est. Quantity	Unit Price	Extended Total
1	Removal & Disposal of Existing Glue Down Carpet	Sq. Yd.	12,000	\$	\$
2	Sub Floor Preparation	Sq. Yd.	12,000	\$	\$
3	Installation of Carpet Tiles	Sq. Yd.	12,000	\$	\$
4	Installation of Base Cove (4" or 6")	Linear Ft.	5,000	\$	\$
5	Non-specified work				\$25,000.00
GRAND TOTAL (Item Nos. 1 - 5)					\$

TERMS OF PAYMENT: _____ % _____ Calendar Days.

**BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

CONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY:

NAME OF FIRM: _____

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ ESB ☐ LBE
as defined below.

ETHNICITY: ☐ Asian American ☐ African American ☐ Hispanic American ☐ Native American
☐ Other: _____

STATE OF NEVADA BUSINESSES:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed two million dollars (\$2,000,000).

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business that has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

BUSINESSES IN OTHER STATES:

LARGE BUSINESS ENTERPRISE (LBE): An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

**ATTACHMENT 2
BID NO. 17-604273
CARPET AND BASE COVE INSTALLATION**

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, CONTRACTOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

1. **Format/Time:** The CONTRACTOR, shall provide OWNER with Certificates of Insurance, per the sample format (page A-4), as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverage's as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) calendar days** after the award by the OWNER. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** The OWNER requires insurance carriers to maintain during the Contract term, a **Best Key Rating of A- VII or higher**, which shall be fully disclosed and entered on the Certificate of Insurance. The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the OWNER.
3. **OWNER Coverage:** The OWNER, its officers, employees, agents and volunteers must be expressly covered as additional insured's except on workers' compensation insurance coverage's. The CONTRACTOR insurance shall be primary as respects the OWNER, its officers, employees, agents, and volunteers.
4. **Endorsement/Cancellation:** The CONTRACTOR general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR contractual obligation of additional insured to OWNER and must note that the OWNER will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. **Worker's Compensation:** Worker's compensation insurance in accordance with laws of the State of Nevada covering your employees.
6. **Employer's Liability:** Employer's liability with a minimum limit of \$1,000,000.
7. **Automobile Liability:** Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off the construction site(s). Minimum limits per occurrence (accident) that you are required to maintain are:

a.	Bodily Injury	\$1,000,000.	per occurrence
and b.	Property Damage	\$1,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$1,000,000.	Combined single limit
8. **Commercial Liability:** Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and Subcontractors, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$2,000,000.
Products/Completed Operations Aggregate	\$2,000,000.
Personal and Advertising Injury	\$1,000,000.
Each Occurrence Limit	\$1,000,000.
9. **Umbrella Liability:** Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employer's liability and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

It is further required that all insurance be on an **occurrence basis** and not a *claim made* basis.

These are **minimum requirements**. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

Other sections that pertain to what you must provide and your responsibilities include:

You must furnish evidence that the above has been complied with **prior** to starting any work or services on your project.

CLARK COUNTY CERTIFICATE OF INSURANCE							ISSUED DAY (MM/DD/YY)	
PRODUCER 1. INSURANCE BROKERS NAME, ADDRESS, PHONE & FAX NUMBERS				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
				COMPANIES AFFORDING COVERAGE			3. BEST'S RATING	
INSURED 2. NAME, ADDRESS, PHONE & FAX NUMBERS				COMPANY LETTER	A COMPANY'S			
				COMPANY LETTER	B BEST KEY			
				COMPANY LETTER	C RATING			
				COMPANY LETTER	D A- VII or BETTER			
				COMPANY LETTER	E			
COVERAGES								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
4	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE		\$(D)	2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG		\$(E)	2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY		\$(F)	1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE		\$(G)	1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)		\$(H)	50,000
	INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)		\$(I)	
5	AUTOMOBILE LIABILITY	(K)	(L)	(M)	COMBINED SINGLE LIMIT		\$(N)	1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)		\$	
	ALL OWNED AUTOS				BODILY INJURY (Per accident)		\$	
	SCHEDULED AUTOS				PROPERTY DAMAGE		\$	
	HIRED AUTOS							
	NON-OWNED AUTOS							
GARAGE LIABILITY	(O) Deductible/Retention							
6	EXCESS LIABILITY	(P)	(Q)	(R)	EACH OCCURRENCE		\$	5,000,000
	UMBRELLA FORM				AGGREGATE		\$	5,000,000
	OTHER THAN UMBRELLA FORM							
6	<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(S)	(T)	(U)	STATUTORY LIMITS			
	EACH ACCIDENT				\$	1,000,000		
	DISEASE-POLICY LIMIT				\$	1,000,000		
	DISEASE-EACH EMPLOYEE				\$	1,000,000		
OTHER								
7. DESCRIPTION: Bid No. 17-604273- CARPET AND BASE COVE INSTALLATION FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)								
8. CERTIFICATE HOLDER		CANCELLATION						
CLARK COUNTY C/O DEPARTMENT OF AVIATION PURCHASING 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111-1005		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
		9. Authorized Agent						

ATTACHMENT 3

AFFIDAVIT

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as Bid No. 17-604273, entitled Carpet and Base Cove Installation;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada
County of Clark

On this _____ day of _____, _____, before the undersigned Notary Public, personally appeared _____, having proved on a satisfactory basis to be the person(s) whose name(s) _____ subscribed to this instrument, and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Print Name

Title

Date



ATTACHMENT C

McCarran International Airport
 PO Box 11005
 Las Vegas NV 89111-1005,
 Phone:(702)261-5177,Fax:(702) 261-3647
 Tax ID No. 88-6000028



R e v i s e d

Purchase Order 4800008088-303

Page 1 of 2

Order Date 04/03/2017 Last change date 07/24/2017 Payment Terms 2% 30 Days Buyer Michael Foran Phone 702-261-5647 Required Delivery Date 06/30/2017 Inco Terms NO DELIVERY REQUIRED Inco Terms(Part 2) N/A Reference Number 10549346 Confirmation By N/A Contact Person JARI BROOKS Phone Number 702-261-3289	Vendor Address Vendor Number:515311 NEVADA CONTRACT CARPET INC 6840 W PATRICK LN LAS VEGAS NV 89118 Fax:: 702-362-5455
	Billing Address CLARK COUNTY DEPARTMENT OF AVIATION ACCOUNTS PAYABLE MCCARRAN INTL AIRPORT PO BOX 11004 LAS VEGAS NV 89111-1004
	Delivery Address NO DELIVERY REQUIRED

Ralph Lepore - TOPS
 Agreement No.: Z17-604273

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	FLOORING INSTALLATION SERVICES	70,000.00	USD	1.00 / USD	70,000.00
	FLOORING INSTALLATION				
	ITEM 1 REMOVAL&DISPOSAL OF EXISTING CARPET = \$2.67 PER SQ YD				
	ITEM 2 SUB FLOOR PREPARATION = \$0.63 SQ YD				
	ITEM 3 INSATLLATIONN OF CARPET TILES = \$4.41 SQ YD				
	ITEM 4 INSTALLATION OF BASE COVE (4"OR 6") = \$0.84 LF				
	NON SPECIFIED WORK = \$25,000 MAXIMUM				
THIS PO WILL ONLY BE VALID THROUGH 06/30/2017. AFTERWARDS, A NEW PURCHASE ORDER WILL BE ISSUED FOR SERVICES PERFORMED IN THE NEW FISCAL YEAR BEGINNING 07/01/2017.					
BID 17-604273: CARPET AND BASE COVE INSTALLATION					
DOA APPROVED 12/08/2016					
DOA POC: RALPH LEPORE 702-261-3250					
VENDOR POC:STEPHEN BUCHER SBUCHER@NCCFLOORS.COM					
702-362-3033 FAX 702-362-5455					
					Total \$ 70,000.00



CHRISTENSEN JAMES & MARTIN, CHTD.
ATTORNEYS AT LAW

7440 W. SAHARA AVENUE
LAS VEGAS, NEVADA 89117
TEL 702 255 1718
FAX 702 255 0871

KEVIN B. CHRISTENSEN
EVAN L. JAMES ⁺
DARYL E. MARTIN
SARA D. COPE ⁺
WESLEY J. SMITH ⁺

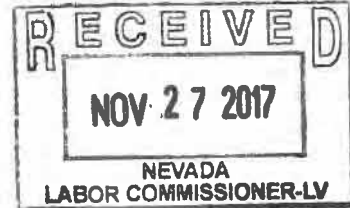
GIA MCGILLIVRAY ⁺
LAURA J. WOLFF ⁺
PATRICK J. DAVIS ⁺
KEVIN B. ARCHIBALD, JD ⁺

⁺ ALSO LICENSED IN UTAH
⁺ ALSO LICENSED IN WASHINGTON
⁺ ALSO LICENSED IN IDAHO
⁺ NOT LICENSED IN NEVADA

November 20, 2017

Via U.S. Mail & Email

State of Nevada
Department of Business and Industry
Office of the Labor Commissioner
Att: Mary M. Huck, Deputy Labor Commissioner
3300 West Sahara Ave., Suite 225
Las Vegas, NV 89102



mhuck@labor.nv.gov

Re: LMCC adv. Clark County Dept. of Aviation, #NLC-17-001486
Requested Document Production
Subpoena Request

Dear Ms. Huck:

On August 18, 2017, the Office of the Labor Commissioner ("OLC") requested documents from the Clark County Department of Aviation ("CCDA"). To date, I am unaware of any response from CCDA. Will you please provide an update as to the production of the requested documents and the availability of those documents for my review if they were produced?

If the documents have not been produced, please treat this letter as a request for a subpoena compelling their production.

Sincerely,

Evan L. James
Evan L. James, Esq.

cc: Client
Timothy Baldwin, Esq., via email
(timothy.baldwin@ccdanv.com)

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

C.J. MANTHE
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

Department of Business & Industry OFFICE OF THE LABOR COMMISSIONER

www.labor.nv.gov

November 21, 2017

EDWARD MUNZING
CLARK COUNTY DEPARTMENT OF AVIATION
POSTAL BOX 11005
LAS VEGAS, NV 89111-1005

Re: REQUEST FOR INFORMATION CASE # NLC-17-001486
BID NO 17-604273, CARPET AND BASE COVE INSTALLATION

Mr. Munzing,

The Office of the Labor Commissioner is in receipt of your September 22, 2017 response. After review of the submitted documentation we have additional follow-up questions. We would request a brief telephonic conference to discuss this matter. Please contact our office by December 4, 2017 to arrange.

If you have any questions, please contact me at (702) 486-2522 or mhuck@labor.nv.gov

Sincerely,

A handwritten signature in cursive script that reads "Mary M. Huck".

Mary M. Huck
Deputy Labor Commissioner

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

C.J. MANTHE
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
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CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

Department of Business & Industry OFFICE OF THE LABOR COMMISSIONER

www.labor.nv.gov

December 15, 2017

EDWARD MUNZING
CLARK COUNTY DEPARTMENT OF AVIATION
EdwardM@mccarran.com

Re: MEETING CASE # NLC-17-001486
BID NO 17-604273, CARPET AND BASE COVE INSTALLATION

Mr. Munzing,

Please allow the following correspondence to serve as formal confirmation of a meeting set for Wednesday January 10, 2018 commencing at 1:30 p.m. The location is 5757 Wayne Newton Blvd., Las Vegas, Nevada 89119.

The scope of the meeting is to discuss possible violation of NRS 338.010 to 338.090, inclusive, or NAC 338.005 to 338.125, inclusive. Specifically as to the alleged failure to properly invite project bids pursuant to NRS Chapter 338 on Bid No. 17-6044273, Carpet and Base Cove Installation at the McCarran International Airport.

All parties with knowledge of the above-referenced matter are required to attend the meeting and be prepared to discuss the matter. We would also request that you bring receipts of the material intended to be installed.

If you have any questions, please contact me at (702) 486-2522 or mhuck@labor.nv.gov

Sincerely,

A handwritten signature in cursive script that reads "Mary M. Huck".

Mary M. Huck
Deputy Labor Commissioner

cc: Evan James / LMCC / elj@cjmlv.com

From: [Mary Huck](#)
To: [Joe Abughazaleh](#)
Subject: FW: NLC-17-001486
Date: Wednesday, October 03, 2018 11:46:01 AM

From: Mary Huck
Sent: Monday, January 29, 2018 2:50 PM
To: 'Edward Munzing'
Subject: NLC-17-001486

Ed,

Thank you for calling me on this matter. This email is to confirm that CCDOA will provide the Office of the Labor Commissioner with the documents supporting the price of materials under the contract by February 12, 2018. If there will be a delay please contact me.

Thank you,

Mary M. Huck
Deputy Labor Commissioner
Office of the Labor Commissioner
3300 W. Sahara Avenue Suite 225
Las Vegas, NV 89102
Phone: (702) 486-2522
Fax: (702) 486-2660
Email: mhuck@labor.nv.gov





February 12, 2018

Mary M. Huck
Deputy Labor Commissioner
Office of the Labor Commissioner
3300 West Sahara Avenue, Suite 225
Las Vegas, NV 89102

RE: Bid 17-604273 - Carpet and Base Cove Installation Information

Dear Ms. Huck:

This letter is in response to your email dated January 25, 2018, in which you requested the material costs for the carpet maintenance bid in question. As we explained to you during our meeting on January 10, 2018, the contract in question is not subject to prevailing wages under NRS Chapter 338 because the carpet maintenance at issue is not a "public work" as that term is defined or understood under NRS Chapter 338. Instead, the contract is related to the ongoing maintenance of worn carpet tiles in various areas and as needed throughout McCarran International Airport. Therefore, the Department of Aviation properly bid the contract as a maintenance contract pursuant to NRS Chapter 332. In fact, this is the third time we have bid this carpet maintenance work pursuant to NRS Chapter 332 and it has never been an issue in the past. Under NRS Chapter 332, there are no prevailing wage requirements; accordingly, any material costs for maintenance performed under a contract issued pursuant to NRS Chapter 332 would not serve any purpose for determining whether prevailing wages apply.

However, in an effort to accommodate your request, please see the information below regarding the Department of Aviation's estimate for the material costs associated with the maintenance contract at issue. Bid form copies showing our current material pricing are also attached.

- The bid allows for the installation of not to exceed 12,000 square yards of carpet and not to exceed 5,000 linear feet of base cove over the course of one (1) year.
- The current cost of carpet tiles ranges from \$26.75 to \$54.39 per square yard. Our most commonly used carpet tile costs \$26.75 per square yard. Additionally, the not to exceed 12,000 square yards is merely an estimate since the ongoing evaluation of the carpet condition is not known at the time our maintenance requirements are bid. Carpet will be replaced on a case by case basis over the course of one (1) year.
- As an example, our passenger hold rooms are approximately 240 square yards each. We may replace carpet in three (3) hold rooms one month, one (1) hold room the following month, five (5) hold rooms the following month, and not replace any carpet for the next several months. From month to month, we don't know how many rooms will require replacement. Historically, the carpet has been replaced as often as annually or as infrequently as every 8-10 years in some areas. It is unlikely that we will install 12,000 square yards of carpet under this bid.



- Using the previous example, if an average of 1,000 square yards of carpet was replaced each month, the material cost would be between \$26,750 for the most commonly used carpet tiles and \$54,390 for the most expensive tiles. Since each of these areas is separate, the cost of the material and labor is significantly below the \$250,000 threshold set forth for determining prevailing wages under NRS Chapter 338. (However, and as noted above, it is our opinion that neither NRS Chapter 338 nor its prevailing wage requirement apply in this matter in the first place).
- Based on our carpet maintenance schedule, we look at each area for wear and tear and also aesthetic and safety issues (as a result of spills, damage, etc.). During the course of normal operations, some of our high traffic areas require maintenance due to aesthetic or safety reasons. If an area is scheduled for replacement, we review the condition of the existing carpet to determine if replacement is needed. Often, the carpet is still in acceptable condition and is therefore not replaced.
- Carpet is replaced in the overnight hours to minimize impact on airport operations. This bid is critical to providing carpet maintenance to augment our in-house staff and ensure carpet tiles can be replaced during off peak hours to minimize passenger disruption and delays.
- All carpet installation performed as part of this bid is budgeted for as a part of our operations and maintenance budget. Our operations and maintenance budget is approved annually by our airline partners and charged to them through our airport rates and charges. All costs associated with operating the airport are paid for by the airlines, airport tenants, and concessionaires. Since the airport is a self-funded enterprise fund, none of these costs are sourced from public funds.

Please feel free to contact me if you have any questions or need anything else.

Sincerely,



Ed Munzing
Airport Manager – Purchasing and Service Contracts

EGM/bc-t

cc: Timothy Baldwin, Deputy District Attorney
File

Enclosures (2)

CLARK COUNTY, NEVADA

FLOORING SOLUTIONS OF NV INC

Name of Firm dba FSI

BID FORM
BID NO. 13-602974
ANNUAL REQUIREMENTS CONTRACT FOR FLOORING TILES & ADHESIVES
ADDENDUM NO. 2

This bid is submitted in response to the OWNER's Invitation to Bid and is in accordance with all conditions and specifications in this document.

LOT I TANDUS FLOORING PRODUCTS & ADHESIVES CUSTOM CARPET					
NO SUBSTITUTE					
ITEM NO.	DESCRIPTION	UNIT OF PURCHASE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
1	Tandus Flooring, Abrasive Action ER3 18" and 36" modular tile	Square Yard	2,500	\$ 48.35	\$ 120,875.00
2	Tandus Flooring, Flexus Accents II #05112 Solid border carpet, Flex Air RS, 18" and 36" modular tile	Square Yard	2,500	\$ 54.39	\$ 135,975.00
3	Tandus Flooring, Paradox #02819 Flex Air RS, 18" and 36" modular tile	Square Yard	5,000	\$ 42.69	\$ 213,450.00
4	Tandus Flooring, Illusory, Flex Air RS, 18" and 36" modular tile	Square Yard	5,000	\$ 49.15	\$ 245,750.00
5	Standard, Tandus Flooring, Flex Air RS, 18" and 36" modular tile	Square Yard	5,000	\$ 37.93	\$ 189,650.00
6	Tandus Flooring, C-14E Pressure Sensitive Adhesive	4 Gallon Pail	100	\$ 89.99	\$ 8,999.00
7	Unspecified Tandus items				\$ 20,000.00
LOT I (ITEMS 1 THROUGH 7):					\$ 934,699.00

LOT II MILLIKEN CARPET & ADHESIVE CUSTOM CARPET					
NO SUBSTITUTE					
ITEM NO.	DESCRIPTION	UNIT OF PURCHASE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
1	Milliken Custom CxC, 36"x36"	Square Yard	10,000	\$ N/A	\$ N/A
2	Milliken Midnight Sparkle, 36"x36"	Square Yard	10,000	\$ N/A	\$ N/A
3	Milliken Earth Guard	Square Yard	10,000	\$ N/A	\$ N/A
4	Milliken Earth Guard Return Freight	Return Batch (640 square yards/8 pallets)	15	\$ N/A	\$ N/A
5	Milliken Coir Palm	Square Yard	1,000	\$ N/A	\$ N/A
6	Milliken Adhesive	4 Gallon Pail	100	\$ N/A	\$ N/A
7	Unspecified Milliken items				\$ 20,000.00
LOT II (ITEMS 1 THROUGH 7):					\$ N/A

CLARK COUNTY, NEVADA

Rubenstein's Contract Carpets LLC
Name of Firm

**BID FORM
BID NO. 13-602974
ANNUAL REQUIREMENTS CONTRACT FOR FLOORING TILES & ADHESIVES
ADDENDUM NO. 2**

This bid is submitted in response to the OWNER's Invitation to Bid and is in accordance with all conditions and specifications in this document.

LOT I TANDUS FLOORING PRODUCTS & ADHESIVES CUSTOM CARPET					
NO SUBSTITUTE					
ITEM NO.	DESCRIPTION	UNIT OF PURCHASE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
1	Tandus Flooring, Abrasive Action ER3 18" and 36" modular tile	Square Yard	2,500	\$	\$
2	Tandus Flooring, Flexus Accents II #05112 Solid border carpet, Flex Air RS, 18" and 36" modular tile	Square Yard	2,500	\$	\$
3	Tandus Flooring, Paradox #02819 Flex Air RS, 18" and 36" modular tile	Square Yard	5,000	\$	\$
4	Tandus Flooring, Illusory, Flex Air RS, 18" and 36" modular tile	Square Yard	5,000	\$	\$
5	Standard, Tandus Flooring, Flex Air RS, 18" and 36" modular tile	Square Yard	5,000	\$	\$
6	Tandus Flooring, C-14E Pressure Sensitive Adhesive	4 Gallon Pail	100	\$	\$
7	Unspecified Tandus items				\$ 20,000.00
LOT I (ITEMS 1 THROUGH 7):					\$

LOT II MILLIKEN CARPET & ADHESIVE CUSTOM CARPET					
NO SUBSTITUTE					
ITEM NO.	DESCRIPTION	UNIT OF PURCHASE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
1	Milliken Custom CxC, 36"x36"	Square Yard	10,000	\$ 46 ⁰⁰	\$ 460,000 ⁻
2	Milliken Midnight Sparkle, 36"x36"	Square Yard	10,000	\$ 39 ⁵⁰	\$ 395,000 ⁻
3	Milliken Earth Guard	Square Yard	10,000	\$ 32 ⁶⁰ *	\$ 326,000 ⁻
4	Milliken Earth Guard Return Freight	Return Batch (640 square yards/8 pallets)	15	\$ 2,240 ⁻	\$ 33,600 ⁻
5	Milliken Coir Palm	Square Yard	1,000	\$ 39 ⁵⁰	\$ 39,500 ⁻
6	Milliken Adhesive	4 Gallon Pail	100	\$ 125 ⁻	\$ 12,500 ⁻
7	Unspecified Milliken Items				\$ 20,000.00
LOT II (ITEMS 1 THROUGH 7):					\$ 1,286,600

Clark County Department of Aviation - 7/1/2013

Revised- 21

* ORDERS 500 sq. yd 999 sq. yd 2# 32⁶⁰/sq.
1000 sq. yd. PLUS ORDERS 2# 26⁷⁵/sq.

APP 233

From: [Mary Huck](#)
To: [Joe Abughazaleh](#)
Subject: FW: NLC-17-001486
Date: Wednesday, October 03, 2018 11:45:50 AM

From: Mary Huck
Sent: Monday, February 26, 2018 8:46 AM
To: 'Edward Munzing'
Subject: RE: NLC-17-001486

Ed –

The Commissioner has reviewed the response and would like further clarification. The response relies upon no prevailing wage requirements being required under NRS Chapter 332. The Commissioner would like you to cite the specific provision of 332 that you are referring to. Please provide a response by March 12, 2018.

Thank you,

Mary Huck

From: Edward Munzing [<mailto:EdwardM@mccarran.com>]
Sent: Monday, February 12, 2018 4:16 PM
To: Mary Huck
Cc: Edward Munzing
Subject: RE: NLC-17-001486

Hi Mary,

Please see the attached letter in response to your email below.

Thanks,

Ed

From: Mary Huck [<mailto:mhuck@labor.nv.gov>]
Sent: Monday, January 29, 2018 2:50 PM
To: Edward Munzing
Subject: NLC-17-001486

Ed,

Thank you for calling me on this matter. This email is to confirm that CCDOA will provide the Office of the Labor Commissioner with the documents supporting the price of materials under the contract by February 12, 2018. If there will be a delay please contact me.

Thank you,

Mary M. Huck
Deputy Labor Commissioner
Office of the Labor Commissioner
3300 W. Sahara Avenue Suite 225
Las Vegas, NV 89102
Phone: (702) 486-2522
Fax: (702) 486-2660
Email: mhuck@labor.nv.gov





fisherphillips.com

March 12, 2018

VIA E-MAIL & U.S. MAIL

Mary M. Huck, Deputy Labor Commissioner
Department of Business & Industry
Office of the Labor Commissioner
3300 West Sahara Ave., Ste. 225
Las Vegas, NV 89102
mhuck@labor.nv.gov

Re: Clark County Department of Aviation / Case No. NLC-17-001486
Our Matter No. 13790.0064

Dear Ms. Huck:

The Clark County Department of Aviation (CCDA) has asked me to assist it with this matter. In your email of February 26 you stated that the CCDA's "response relies upon no prevailing wage requirements being required under NRS Chapter 332. The Commissioner would like you to cite the specific provision of 332 that you are referring to." Set out below is the CCDA's response to your request.

As an initial matter, NRS Chapter 338 (including its prevailing wage requirement) is explicitly excluded from contracts issued under NRS Chapter 332 related to the normal maintenance of property. Specifically, NRS 338.011 provides in pertinent part as follows:

NRS 338.011 Applicability: Contracts related to normal operation and normal maintenance; contracts related to emergency. The requirements of this chapter do not apply to a contract:

1. Awarded in compliance with chapter 332 or 333 of NRS which is directly related to the normal operation of the public body or the normal maintenance of its property.

NRS 332's only mention of prevailing wages is as follows:

NRS 332.390 Prevailing wage requirement; duty of qualified service company to furnish bonds before entering into certain performance contracts.

Fisher & Phillips LLP

Atlanta • Baltimore • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Fort Lauderdale • Gulfport • Houston
Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • New York • Orlando • Philadelphia
Phoenix • Portland • Sacramento • San Diego • San Francisco • Seattle • Tampa • Washington, DC

Las Vegas
300 S. Fourth Street
Suite 1500
Las Vegas, NV 89101

(702) 252-3131 Tel
(702) 252-7411 Fax

Writer's Direct Dial:
(702) 862-3804

Writer's E-mail:
mricciardi@fisherphillips.com

1. If a performance contract entered into pursuant to NRS 332.300 to 332.440, inclusive, requires the employment of skilled mechanics, skilled workers, semiskilled mechanics, semiskilled workers or unskilled labor to perform the performance contract, the performance contract must include a provision relating to the prevailing wage as required pursuant to NRS 338.020 to 338.090, inclusive.
2. Before a qualified service company enters into a performance contract pursuant to NRS 332.300 to 332.440, inclusive, that exceeds \$100,000, the qualified service company must furnish to the contracting body any bonds required pursuant to NRS 339.025. The provisions of chapter 339 of NRS apply to any performance contract described in this subsection.

Therefore, the prevailing wage laws set forth in NRS 338 are only applicable to NRS 332 for "performance contracts" involving any type of labor, including "unskilled labor."

NRS 332 has a section entitled "PERFORMANCE CONTRACTS FOR OPERATING COST-SAVINGS MEASURES." (NRS 332.300 – NRS 332.440)

The term "performance contract" means a written contract between a local government and a qualified service company for the evaluation, recommendation and implementation of one or more operating cost-savings measures." (NRS 332.340)

The term "operating cost-savings measure" is defined as follows in NRS 332.330:

1. Means any improvement, repair or alteration to a building, or any equipment, fixture or furnishing to be added or used in a building that is designed to reduce operating costs, including, without limitation, those costs related to electrical energy and demand, thermal energy, water consumption, waste disposal and contract-labor costs, and increase the operating efficiency of the building for the appointed functions that are cost-effective.
2. Includes, without limitation:
 - (a) Operational or maintenance labor savings resulting from reduced costs for maintenance contracts as provided through reduction of required maintenance or operating tasks, including, without limitation, replacement of filters and lighting products, and equipment failures.
 - (b) Investment in equipment, products and materials, and strategies for building operation, or any combination thereof, designed to reduce energy and other utility expenses, including, without limitation:

(1) Costs for materials and labor required to replace old equipment with new, more efficient equipment.

(2) Storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed or coated windows or doors, reductions in glass area, and other modifications to windows and doors that will reduce energy consumption.

(3) Automated or computerized energy control systems.

(4) Replacement of, or modifications to, heating, ventilation or air-conditioning systems.

(5) Replacement of, or modifications to, lighting fixtures.

(6) Improvements to the indoor air quality of a building that conform to all requirements of an applicable building code.

(7) Energy recovery systems.

(8) Systems for combined cooling, heating and power that produce steam or other forms of energy, for use primarily within the building or a complex of buildings.

(9) Installation of, or modifications to, existing systems for daylighting, including lighting control systems.

(10) Installation of, or modification to, technologies that use renewable or alternative energy sources.

(11) Programs relating to building operation that reduce operating costs, including, without limitation, computerized programs, training and other similar activities.

(12) Programs for improvement of steam traps to reduce operating costs.

(13) Devices that reduce water consumption in buildings, for lawns and for other irrigation applications.

(14) Any additional improvements to building infrastructures that produce energy and operating cost savings, significantly reduce energy consumption or

increase the operating efficiency of the buildings for their appointed functions, provided that such improvements comply with applicable building codes.

(15) Trash compaction and waste minimization.

(16) Ground source systems for heating and cooling.

(c) Investment in educational programs relating to the operation and maintenance of any equipment installed to reduce operating costs.

3. Does not include the construction of a new building or any addition to a building that increases the square footage of the building."

The term "operating cost-savings" is defined as follows in NRS 332.320:

"Operating cost savings" means any expenses that are eliminated or avoided on a long-term basis as a result of the installation or modification of equipment, or services performed by a qualified service company. The term does not include any savings that are realized solely because of a shift in the cost of personnel or other similar short-term cost savings.

Here, the contract at issue is for carpet maintenance, i.e., worn carpeting will be replaced with new carpeting of a similar style. As such, there are absolutely no "operating cost-savings measures" being attempted, utilized or that will be realized under this contract. In other words, replacing carpet tiles with similar carpet tiles does not fall within the definition (or even the spirit) of either the term "operating cost-savings measure" or the term "operating cost-savings."

In sum, prevailing wages are only required under NRS 332 within the narrowly defined category of "performance contracts." The contract at issue is for the "the normal maintenance of [the DOA's] property" and it is not a "performance contract." Accordingly, this contract is not subject prevailing wages under either NRS 338 or NRS 332.

Although your question was directed specifically at NRS 332, please note that there is an independent reason that the prevailing wage obligations under NRS 338 do not apply to this situation. The work in question is not a "Public Work" subject to NRS 338 because it was not "financed in whole or in part from public money". See NRS 338.010 (16).

Mary M. Huck, Deputy Labor Commissioner
Office of the Labor Commissioner
March 12, 2018
Page 5

If you or the Labor Commissioner have any another questions or doubts about the CCDA's position, I would appreciate an opportunity to meet in person and discuss this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mark J. Ricciardi', with a long, sweeping horizontal stroke at the end.

Mark J. Ricciardi, Esq.
Regional Managing Partner
For FISHER & PHILLIPS LLP

MJR:es

Mary Huck

From: Ricciardi, Mark [mricciardi@fisherphillips.com]
Sent: Monday, June 04, 2018 4:38 PM
To: Mary Huck
Cc: Ricciardi, Mark
Subject: RE: Case No. NLC-17-001486; RE Meeting

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Ms. Huck:

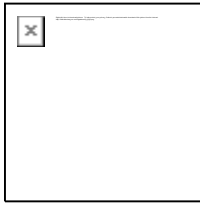
You said the purpose of the meeting was for the Labor Commissioner to obtain more information on the CCDOA's statement that no public money was used for the work and therefore, pursuant to NRS 338.010(16), the prevailing wage obligations under NRS 338 do not apply.

I suggested that before we scheduled a meeting perhaps I could get you further information in writing and thereby make any meeting shorter or possibly even unnecessary.

According to Joe Piurkowski, the CCDOA's Chief Financial Officer, the CCDOA does not receive any state or local tax funding. More specifically with regard the carpet work in question, all of the work performed as part of that bid was budgeted for as a part of the CCDOA operations and maintenance budget. The operations and maintenance budget is approved annually by the CCDOA's airline partners in accordance with the "*Airline – Airport Use and Lease Agreement*" and charged to them through airport rates and charges. All operations and maintenance costs associated with operating the airport are paid for by the airlines, airport tenants, and concessionaires. Because the airport is a self-funded enterprise fund, none of its operations and maintenance costs, including the carpet maintenance at issue in this matter, are financed in whole or in part from public money.

If you wish I can prepare a written declaration for Mr. Piurkowski's signature. We can also supply the actual budget document which shows the sources of the CCDOA's revenue.

Please let me if this is responsive to the Labor Commissioner's question and how you wish to proceed.



Mark J. Ricciardi

Attorney at Law

Fisher & Phillips LLP

300 S. Fourth Street | Suite 1500 | Las Vegas, NV 89101

mricciardi@fisherphillips.com | O: (702) 862-3804

[vCard](#) | [Bio](#) |
[Website](#)

On the Front Lines of Workplace LawSM

This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error, then immediately delete this message.

From: Mary Huck [<mailto:mhuck@labor.nv.gov>]
Sent: Thursday, May 10, 2018 8:36 AM
To: Ricciardi, Mark <mricciardi@fisherphillips.com>; 'Evan James' <elj@cjmlv.com>
Subject: Case No. NLC-17-001486; RE Meeting

After a review of the March 12, 2018 letter submitted to the OLC on behalf of CCDA we have further questions. If the parties are agreeable we would like to set up a short meeting in our office. If you can please provide a few dates so that we can accommodate everyone's schedules.

Thank you,

Mary M. Huck
Deputy Labor Commissioner
Office of the Labor Commissioner
3300 W. Sahara Avenue Suite 225
Las Vegas, NV 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
Email: mhuck@labor.nv.gov



STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

C.J. MANTHE
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
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OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

Department of Business & Industry OFFICE OF THE LABOR COMMISSIONER

www.labor.nv.gov

June 13, 2018

*sent via email
Mark Ricciardi, Esq.
Fisher & Phillips LLP
mricciardi@fisherphillips.com

Re: REQUEST FOR INFORMATION CASE # NLC-17-001486
BID NO 17-604273, CARPET AND BASE COVE INSTALLATION

Mr. Ricciardi,

Thank you for providing your detailed response in the above-referenced matter and clarifying outstanding issues. We do not need the declaration of Mr. Pirukowski but would request that you provide the budget document evidencing the sources of CCDOA's revenue. If such documentation could be provided by June 27, 2018, it would be appreciated. Should you need additional time we will extend the request timeline.

If you have any questions, please contact me at (702) 486-2522 or mhuck@labor.nv.gov

Sincerely,

A handwritten signature in cursive script that reads "Mary M. Huck".

Mary M. Huck
Deputy Labor Commissioner