


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Master Purchase Order No.	0219A0111		
City & County of Denver		Date:	10/28/2011	Revision No.	
Purchasing Division		Payment Terms	NET 30		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Best		
United States		Buyer:	Lindsey Dunn		
Phone: 720-913-8100 Fax: 720-913-8101		Email:	Lindsey.Dunn@denvergov.org		

Vendor: 0000000281 Phone: 303-287-2889 Fax: 303-287-2996

Krosky Carpet, Inc.
 5715 Fairfax St.
 Commerce City, Co 80022

Attn: Harry Krosky
 303-287-2889
 Harry@kroskycarpet.com

Ship To: Various City Locations

Bill To: Accounts Payable
 201 West Colfax Department 908
 Denver, Colorado 80202
 or
 As Specified By Agency

1. Goods/Services:

Krosky Carpet, Inc., a 'S Corporation' in the State of Colorado, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from November 1, 2011 to and including October 31, 2012. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of two million, five hundred thousand Dollars (\$2,500,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

Master Purchase Order No. 0219A0111

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

31. Prevailing Wages

This Master Purchase Order shall be subject to the following provisions concerning prevailing wages.

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: KROSKY CARPET, INC.
(Company Name)

City & County of Denver, Purchasing Division

By: Katie Krosky
(Authorized Signature)

By: [Signature]

Print Name: KATIE KROSKY

Print Name: Lindsey Dunn

Title: PRESIDENT

Title: Staff Buyer

Date: 10/31/11

Date: Nov. 1, 2011

EXHIBIT "A"

Vendor: Krosky Carpet, Inc.
Title: Floor Coverings and Installation
Master Purchase Order No.: 0219A0111

In all future correspondence, billing, invoicing or other communications, the Master Purchase Order Number (0219A0111) must be referenced, unless a specific Purchase Order has been issued by Purchasing, in which case that unique number shall be referenced on associated documents.

F.O.B. POINT:

All prices contained herein are F.O.B. Denver, Colorado, delivered and installed to various City agencies.

DELIVERY CONSIDERATIONS: FOR MATERIALS

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a two (2) week period. Any extended deliveries must be communicated to the agency and an agreement must be reached for a specific delivery date. Failure to comply with this requirement may result in the cancellation of contract.

DELIVERY CONSIDERATIONS: FOR INSTALLATION

Installation of materials are to be coordinated with the ordering agency and are anticipated to begin within three (3) business days after receipt of material.

WARRANTY GUARANTEE:

Vendor shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours.

1. Definition of Lifetime: Lifetime is defined as the period from which materials are installed until the date in which the Owner removes them from service.
2. Manufacturer's Lifetime Warranty, non-prorated, against product failure covering all costs including freight, labor, and material for the following:
 - Edge Ravel – wet or dry.
 - Back delamination - wet or dry.
 - Superior tuft bind - wet or dry.
 - Static protection as stated above.
 - Wear - No more than 10% Face Yarn Loss.
 - Adhesive failure.
3. Installation Warranty: Lifetime Warranty, non-prorated, against any installation related failure covering all costs including freight, labor, and material.

LABORATORY TESTING:

In the event materials shipped to the City as outlined herein indicate substandard specifications in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If material is found to be

deficient, the vendor shall be required to pay all costs of testing. If found to meet specifications, the City shall pay all costs.

AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Vendor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Vendor or any of its employees, subcontractors, and vendors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Vendor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

LAWS, REGULATIONS, TAXES AND PERMITS

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

ADDITIONAL REQUIREMENTS

Vendor shall provide local warehousing of orders at no additional charge.

Vendor shall provide the goods and services for each item they are awarded on an individual quote basis, as the actual requirements of each site or job will be unique. Pricing provided herein shall be used to develop individual job quotes for each specific job. These individual quotes must be itemized, as a minimum, by: labor in hours, flooring prep work in hours, furniture moving in hours, and materials by the appropriate units of measure and types of product.

Any job performed under this contract in which the total charges exceed \$25,000 will require prior approval of Purchasing and submittal of additional bonding sufficient to cover the full cost of the work.

All materials left over from the job but charged to the City and all materials removed from the City's facilities shall remain the property of the City unless released by the City's representative as unsalvageable waste. Waste from the job shall be removed from the City's premises and disposed of properly by the Contractor. Whenever possible such disposal shall involve a sustainable solution. Diversion of 75% of all old materials from landfill disposal (recycle) is required.

All confirmed purchases must be placed with the mill within 24 hours of notification by the Agency or the next business day following holidays and weekends. Project delays caused by vendor credit holds will not be acceptable. Violations of this requirement will be considered non performance and may lead to contract cancellation.

INSPECTION

- A. General: Do not start work until work of other trades are substantially completed. Inspect surfaces to receive carpet and verify that all such work is complete to the point where this installation may properly commence. In the event of discrepancy, notify Construction Manager. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved. Start of carpet installation indicates acceptance of subfloor conditions and full responsibility for completed work.
- B. Materials: Unroll all goods to verify all goods uniformity, quality, color and texture against the approved samples prior to installation. Any discrepancy should be brought to the attention of the Construction Manager.

INSTALLATION, GENERAL

- 1. General: Comply with manufacturer's instructions and recommendations for installation of this type of carpet by the glue down method.
- 2. Prepare subfloor to insure a successful installation. Utilize a floor sealer recommended by the carpet manufacturer, where needed or recommended by the manufacturer, to negate chemical reaction between old and new adhesive.
- 3. Materials: Unroll all goods to verify all goods uniformity, quality, color and texture against the approved samples prior to installation. Any discrepancy should be brought to the attention of the Construction Manager. Broadloom and modular carpet shall be installed with pile lying in the same direction (monolithic). Cut carpet evenly and accurately to fit neatly at walls, columns, and projections. Extend carpet under open-bottomed and raised-bottom obstructions, and under removable flanges of obstructions.
- 4. Installed carpet shall be free from ripples, ravel, frays, puckers and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions. It is the contractor's responsibility to trim all edges to eliminate fuzzy edges and seams.

5. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.

CLEANING AND PROTECTION

1. Remove and dispose of debris and unusable scraps. Diversion of 75% of all materials & debris from landfill disposal (recycle) is required.
2. Following cleaning and vacuum, carefully protect the carpeting from soiling and damage until final acceptance. Protection shall be accomplished by using approved protection paper. Edges shall be lapped 6 inches and secured with non-asphalted tape. Covering shall be kept in repair and damaged portions replaced during the construction and move-in period.
3. Maintenance Materials: Deliver usable scraps to Owner's designated storage space, properly packaged and identified. Usable scraps are defined to include roll ends of less than 9 feet in length and pieces of more than 2 feet wide. Dispose of smaller pieces as construction waste.

ITEMS AND PRICING

GROUP A: Carpet and Resilient Flooring, with Installation and Related Services
(excludes service to Denver International Airport)

Item	U.O.M	Description	Unit Price
CARPET MATERIALS			
1	Sq. Yd.	Lees broadloom Faculty IV-DK166	\$28.00
2	Sq. Yd	Mannington Gametime III 20 12' UltraBac RE	\$18.00
3	Sq. Yd	Mannington Halftime 12' UltraBack RE	\$18.00
4	Sq. Yd	Mannington Means II/Ways II/Trustee 12' UltraBack RE	\$18.00
5	Sq. Yd	Mannington Variations II 12' UltraBack RE	\$18.00
6	Sq. Yd	Mannington Centerfield III 12" UltraBack Rear	\$18.00
7	Sq. Yd	Mannington Close Knit 12' UltraBack RE	\$18.00
8	Sq. Yd.	Lees Faculty IV Modular-DK163 Carpet,	\$36.00
9	Sq. Yd	Mannington Gametime III 20 Modular 12'	\$32.00
10	Sq. Yd	Mannington Halftime Modular	\$34.00
11	Sq. Yd	Mannington Means II/Ways II/Trustee Modular	\$20.00
12	Sq. Yd	Mannington Variations II/Variations Stripe Modular	\$20.00
13	Sq. Yd	Mannington Centerfield III 20 approved equal	\$32.00
14	Sq. Yd	Mannington Deep Thoughts/New Possibilities/Dreams	\$36.00
15	Sq. Yd	Mannington Panorama/Scenic/Vista	\$20.00
16	Sq. Yd	Mannington Terrain/Landmark/Provenance	\$20.00
17	Sq. Yd.	Mohawk residential broadloom WindWalker,	\$5.00
18	Sq. Yd.	Carpet Pad 1/2 Inch, 6 pound rebond (Residential)	\$1.00
19	Sq. Yd	Eagle NOP – Indoor/outdoor carpet by VanGelder, no substitute	\$26.00

20	Sq. Yd	Champion NOP – Indoor/outdoor carpet by VanGelder, no substitute	\$5.00
21	Ln. Ft.	Rubber Cover Base 4 inch, all colors	\$2.00
22	Ln. Ft.	Rubber Cove Base 6 inch, all colors	\$2.00
		INSTALLATION/RELATED SERVICES	
23	Sq. Yd.	Direct Glue Down	\$9.00
24	Sq. Yd.	Installation of Eagle/Champion NOP	\$9.00
25	Sq. Yd.	Installation of Carpet over pad	\$1.00
26	Hourly	Furniture removal and replacement	\$60.00
27	Hourly	Floor Prep Charges; to include material and labor	\$60.00
28	Hourly	Off Hours Work, i.e. after 5:00 P.M. Weekdays, or Saturday, Sunday and Holidays	\$5.00
29	Ln. Ft.	Supply and Install 4 inch Carpet Banding with Bound Top Edge	\$0.50
30	Sq. Yd.	UP Charge for any Carpet Order of 135 square yards or less	\$6.00
31	Ln. Ft.	Border Work, Glue Direct	\$0.50
32	Sq. Yd.	Removal of Carpet, Direct Glue Down	\$4.00
33	Sq. Yd.	Removal of Carpet over Pad	\$0.05
34	Sq. Yd.	Removal of Carpet with Walls over Carpet	\$0.05
35	Sq. Yd.	Removal of Carpet with Rubber Backing	\$0.50
36	Ln. Ft.	Removal of Rubber Base	\$0.05
		RESILIENT FLOORING	
37	Sq. Ft	Biobased Tile, Material Only, Armstrong Migrations,	\$2.00
38	Sq. Ft	Mannington VCT-Essentials/Designer Essentials,	\$3.00
39	Sq. Ft	Mannington VCT-Brushwork/Color Point/Solidpoint,	\$2.00
40	Sq. Yd	Sheet Linoleum Material Only, Armstrong NATURCote,	\$15.00
41	Sq. Yd	Mannington Sheet Vinyl Primus	\$20.00
42	Sq. Yd	Mannington Sheet Vinyl Magna Multi-Flec	\$20.00
43	Sq. Yd	Mannington Relay RE (35% recycled content)	\$20.00
44	Sq. Yd	Mannington Slip Retardant Sheet Flooring Assurance II	\$20.00
45	Sq. Ft.	Mannington Luxury Vinyl Tile and Plank Nature's Path and Nature's Path Select	\$6.00
46	Sq. Ft.	Johnsonite Replay Commotion Speckled 3/8" Interlocking Rubber Tiles	\$9.00
		INSTALLATION/RELATED SERVICES	
47	Sq. Ft.	Installation of Composition Tile	\$3.00
48	Sq. Ft.	Removal of Vinyl Composition Tile	\$0.05
49	Sq. Yd.	Installation of Sheet Linoleum	\$1.00
50	Sq. Yd.	Removal of Sheet Vinyl	\$0.05
51	Sq. Ft.	Installation of Interlocking Rubber Tile	\$7.00

52	Sq. Ft.	Removal of Interlocking Rubber Tile	\$2.00
53	Ln. Ft.	Installation of cove base	\$3.00

GROUP D: DENVER INTERNATIONAL AIRPORT ONLY

Vendor shall have appropriate insurance and unescorted access

Item	U.O.M	Description	
CARPET MATERIALS			
1	Sq. Yd.	Lees broadloom Faculty IV-DK166.	\$28.00
2	Sq. Yd.	Lees Faculty IV Modular-DK163 Carpet,	\$36.00
3	Sq. Yd	Eagle NOP – Indoor/outdoor carpet by VanGelder	\$26.00
4	Sq. Yd	Champion NOP – Indoor/outdoor carpet by VanGelder	\$5.00
5	Sq. Yd.	Mohawk residential broadloom WindWalker,	\$5.00
6	Sq. Yd.	Carpet Pad ½ Inch, 6 pound rebond (Residential)	\$1.00
7	Sq. Yd	Mannington Gametime III 20 12' UltraBac RE	\$18.00
8	Sq. Yd	Mannington Halftime Modular	\$34.00
INSTALLATION			
9	Sq. Yd.	Direct Glue Down	\$9.00
10	Sq. Yd.	Installation of Eagle/Champion NOP	\$9.00
11	Sq. Yd.	Installation of Carpet over pad	\$1.00
12	Hourly	Furniture removal and replacement	\$60.00
13	Ln. Ft.	Rubber Cover Base 4 inch, all colors	\$2.00
14	Ln. Ft.	Rubber Cove Base 6 inch, all colors	\$2.00
15	Hourly	Floor Prep Charges; to include material and labor	\$60.00
16	Hourly	Off Hours Work, i.e. after 5:00 P.M. Weekdays, or Saturday, Sunday and Holidays	\$5.00
17	Ln. Ft.	Supply and Install 4 inch Carpet Banding with Bound Top Edge	\$0.50
18	Sq. Yd.	UP Charge for any Carpet Order of 135 square yards or less	\$6.00
19	Ln. Ft.	Border Work, Glue Direct	\$0.50
20	Sq. Yd.	Removal of Carpet, Direct Glue Down	\$4.00
21	Sq. Yd.	Removal of Carpet over Pad	\$0.05
22	Sq. Yd.	Removal of Carpet with Walls over Carpet	\$0.05
23	Sq. Yd.	Removal of Carpet with Rubber Backing	\$0.50
24	Ln. Ft.	Removal of Rubber Base	\$0.05

		RESILIENT FLOORING AND INSTALLATION	
25	Sq. Ft	Mannington VCT-Essentials/Designer Essentials,	\$3.00
26	Sq. Ft	Mannington VCT-Brushwork/Color Point/Solidpoint,	\$2.00
27	Sq. Ft	Biobased Tile, Material Only, Armstrong Migrations,	\$2.00
28	Sq. Yd	Sheet Linoleum Material Only, Armstrong NATURCote,	\$15.00
29	Sq. Ft.	Johnsonite Replay Commotion Speckled 3/8” Interlocking Rubber Tiles	\$9.00
30	Sq. Ft.	Installation of Composition Tile	\$3.00
31	Sq. Ft.	Removal of Vinyl Composition Tile	\$0.05
32	Sq. Yd.	Installation of Sheet Linoleum	\$1.00
33	Sq. Yd.	Removal of Sheet Vinyl	\$0.05
34	Ln. Ft.	Installation of cove base	\$3.00
35	Sq. Ft.	Installation of Interlocking Rubber Tiles	\$7.00
36	Sq. Ft.	Removal of Interlocking Rubber Tiles	\$2.00