



CONTRACT FLOORING CONSULTANTS, LLC

@ The Water Tower, Johns Landing

5331 SW Macadam Ave, Suite 110

Portland, OR 97239

503-445-4095

Fax: 503-445-4097

(OR) CCB152184 (WA) CONTRFC980MS

December 14, 2020

Client: Johnson Project Solutions

Project: HBB 3rd Floor Boardroom

Project Address: 309 SW 6th Ave Portland, OR 97204

Closeout

CARPET: Milliken Triangular Path

Color: TGP13-79 Peppercorn



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DATE: 12/1/2020

TO: Johnson Project Solutions Inc

JOB: HBB 3rd Floor Boardroom

JOB LOCATION: 309 SW 6th Ave Portland, OR 97204

WARRANTY

This is to provide you with our warranty and guarantee covering: **SUPPLIED MATERIALS**. All workmanship is warrantee for ONE YEAR from date of substantial completion. Material must be maintained based on manufacturers' product care guidelines.

An extended warranty may be available on certain materials is a product care company, acceptable to Contract Flooring Consultants and the manufacturer, is retained and a regular documented schedule of maintenance meeting the manufacturer's requirements is established.

We agree to repair or replace, to the satisfaction of the Architect and/or Owner, any or all such work that may prove defective in workmanship or materials within that period. Any repairs or replacement shall bear an additional twelve (12) month's guarantee as herein stated, dated from the final acceptance or repair or replacement.

Exceptions to the warranty include damage as a result of improper cleaning; tears, rips or pulls whether intentional or accidental; wear as a result of not using chair mat protection' burns, staining or damage as a result of negligence; or other damages caused by outside agencies or equipment.

In the event of failure to comply with the above-mentioned conditions within a reasonable time, after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have defects repaired and made good at our expense. We agree to pay the costs and legal or arbitration proceedings that are required as part of the Owner's and/or Architect's obligation to enforce this Agreement. The cost of such proceedings shall include, but is not limited to, reasonable attorney fees. The court shall fix the amounts of such costs and reasonable fees or tribunal hearing said proceedings.

Devon King

CONTRACT FLOORING CONSULTANTS, LLC

Milliken Recommended Carpet Maintenance Procedures

Consistent, thorough cleaning is required to remove soil that has bonded to carpet fibers. To ensure optimum performance and appearance, Milliken recommends using the MilliCare Dry Carpet Cleaning system.



MilliCare Textile and Carpet Care® is Green Seal Certified and an IICRC Certified training provider. The proprietary dry care system is CRI Certified as a Deep Cleaning Methodology and can contribute to LEED points. To find a MilliCare service provider in your area, please visit www.millicare.com.

Prevention Procedures

Barrier Mats - Barrier mats should be placed at all entrance ways into the facility and at locations where there is a transition from hard surface flooring onto the carpet if possible. This will help prevent soil from being tracked onto the carpet, improving its appearance and extending its life. Barrier mats should be vacuumed daily and cleaned or replaced frequently depending on the weather and use.

Vacuuming - Proper vacuuming is one of the most important parts of a total preventive maintenance program. Ineffective equipment or procedures will accelerate the appearance loss of the carpet by allowing dirt and grit to penetrate the pile surface. The accumulation of this soil, especially the smaller respirable particulates, can lead to Indoor Air Quality problems.

The janitorial / housekeeping staff is typically assigned the task of scheduled vacuuming. Vacuuming frequencies should be determined by four factors:

1. Type of carpet installed and appearance expectations.
2. Type and quality of vacuum used.
3. Expected traffic for each area of the facility.
4. Soiling environment of each area of the facility.

A commercial upright vacuum with a beater brush is recommended for vacuuming all carpet. Regular maintenance of vacuums is also essential. Vacuums should be emptied and inspected after every use. Particular attention should be paid to the condition of the brushes. Also, make sure that there is no material obstructing the air-flow channel.

Typical vacuuming frequencies are as follows:

High traffic: Every full work day. All entrances, exits, lobbies, food service areas, main corridors, elevators, funnel and pivot points. The vacuum should make a minimum of three passes in all high traffic areas.

Medium traffic: Every other work day. All secondary corridors, conference rooms, private offices.

Low traffic: Once a week. Minimal use corridors, rarely used conference rooms and training rooms.

Milliken Recommended Carpet Maintenance Procedures (Cont.)

Spot Cleaning - Spots and stains are one of the biggest detriments to high appearance levels. In order to maintain a consistent appearance level between periodic maintenance, it's critical that spots and stains be removed on a daily basis. In most cases, daily spotting is the responsibility of the janitorial or housekeeping staff. Milliken recommends the use of a Capture® Spot Kit or MilliCare® Spot Kit for treating most spots, following these procedures:

1. Remove as much excess material as possible prior to spot removal. Blot up liquids with a clean white terry cloth, vacuum up soil and gently scrap up encrusted material.
2. Spray Capture Pre-mist onto a clean, white terry towel and work in gently. Do not scrub. Blot, absorbing as much of the spot into the towel as possible. Work from the outside edge of the spot into the center to prevent spreading.
3. Apply Capture dry carpet cleaner to the spot. Gently agitate with a brush, wait 30 mins. And vacuum.

Note: Milliken does not recommend using any spotting agents containing solvents as they can leave residue that contributes to resoiling and can possibly damage the carpet.

millicare.com

1300 Brownwood Avenue • LaGrange, Georgia 30240 • 1.888.886.2273 (1.888.88.MCARE)

MilliCare® is a registered trademark of Milliken Services, LLC.

Milliken Commercial Modular Carpet Warranties

These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to commercial modular carpet products sold by Milliken in North and South America. Details about the test methods supporting these warranties are available upon request.

WARRANTIES APPLICABLE TO ALL MILLIKEN COMMERCIAL MODULAR PRODUCTS:

(Exceptions are noted under Specialty Product Limited Warranties below.)

FACE FIBER WEAR

Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight during the Lifetime of the carpet. If the carpet is installed on stairs, this warranty will be limited to five years. A claim against this warranty requires the submittal of a sample (one square yard minimum) of unused attic stock and a like-size piece of carpet from the area that is believed to be worn beyond the terms of this warranty. These samples will be submitted to an independent testing lab for verification.

STAINING/SOILING RESISTANCE (StainSmart®)

Milliken warrants that carpet which is treated with StainSmart will resist staining and soiling during the Lifetime of the carpet.

COLOR PATTERN PERMANENCY

Milliken warrants that the carpet will exhibit no pattern loss during the Lifetime of the carpet. If the carpet is installed on stairs this warranty will be limited to five years.

DELAMINATION OF BACKING

Milliken warrants that the backing of the carpet will not delaminate during the Lifetime of the carpet.

EDGE RAVEL

Milliken warrants that the carpet will exhibit no edge ravel or "zippering" during the Lifetime of the carpet.

TUFT BIND

Milliken warrants that the carpet will maintain its tuft bind integrity during the Lifetime of the carpet.

FLOOR COMPATIBILITY

Milliken warrants that the carpet will not cause a reactivation of old adhesives due to plasticizer migration during the Lifetime of the carpet.

ANTISTATIC

Milliken warrants that the carpet will not generate static shock greater than 3.5 kilovolts during the Lifetime of the carpet.

ANTIMICROBIAL PROTECTION (AlphaSan®)

Milliken warrants that the AlphaSan antimicrobial agent will remain active during the Lifetime of the carpet. AlphaSan inhibits microbial activity that can contribute to deterioration in the carpet backing.

FLAMMABILITY

Milliken warrants that at the time of shipment the carpet will comply with the applicable provisions of the Federal Flammable Fabrics Act for carpet used as floor covering in commercial installations. Milliken does not represent that this or any other carpet fabric will not burn or generate smoke under actual fire conditions.

CUSHION RESILIENCY

The Milliken logo is a stylized, handwritten-style script in blue ink, featuring a large 'M' and a trailing 'TM' symbol.

Milliken warrants that the modular carpet with attached cushion will retain 90% of its cushion resilience during the Lifetime of the modular carpet.

DIMENSIONAL STABILITY

Milliken warrants that the modular carpet will maintain its dimensional stability during the Lifetime of the modular carpet.

FLOOR RELEASE

Milliken warrants that the initial installation of the modular carpet will release from the floor during the Lifetime of the modular carpet.

TOP DOWN MOISTURE RESISTANCE

Milliken warrants that the modular carpet will resist moisture penetration during the Lifetime of the modular carpet. This warranty does not include moisture penetration at the seams of modular carpet.

SITE RELATED SOLUTIONS

Additional warranties may apply when Milliken Non-Reactive Standard, Milliken Moisture Extreme Adhesive, Milliken TractionBack®, or Milliken TractionBack® Plus is used with Milliken Modular Carpet Tile. Click on one of the links below to learn more:

[Milliken Non-Reactive Standard Adhesive - Warranty](#)

[Milliken Moisture Extreme Spray Adhesive – Warranty](#)

[Milliken TractionBack – Warranty](#)

[Milliken TractionBack Plus - Warranty](#)

SPECIALTY PRODUCT LIMITED WARRANTIES:

TRACTIONBACK® MODULAR CARPET

Milliken warrants that at the time of shipment, modular carpet with TractionBack will maintain sufficient bond strength to hold the modular carpet in place under normal foot traffic use for ten (10) years.

ENTRY BARRIER CARPET (QUADRUS)

Milliken warrants that the Quadrus entry barrier carpet will lose no more than ten percent (10%) of its face fiber by weight for five (5) years.

BLEACH RESISTANCE (ColorSeal®)

Milliken warrants that carpet treated with ColorSeal will resist color loss attributable to spills of ten percent (10%) bleach solution and other oxidizing agents during the Lifetime of the carpet.

WARRANTY TERMS AND CONDITIONS:

The following terms and conditions (the “Warranty Terms and Conditions”) apply to all warranties made by Milliken & Company (“Milliken”) for commercial carpet sold by Milliken Design, Inc. These Warranty Terms and Conditions and related warranties do not apply to non-commercial installations.

The warranties provided herein are in lieu of any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. These warranties are subject to the limitations and exclusions set forth in these Warranty Terms and Conditions and in the individual warranties. These warranties only apply to carpet installed in accordance with Milliken’s then current published instructions for installation and orientation (which are specific for each carpet product), installed in an indoor commercial environment and properly maintained in accordance with current, published Milliken specifications. These warranties shall not apply to carpet which has been placed in storage for extended periods, exposed to temperature extremes, or bent or deformed. Additionally, these

The Milliken logo, featuring the word "Milliken" in a stylized, cursive blue font with a trademark symbol.

warranties do not cover damage arising from any use that is different from the normal, intended use of carpet, including, but not limited to (i) damage caused by chlorinated or any other solvent-based cleaning agents; (ii) damage caused by exposure to substances or contaminants which degrade or destroy color in carpet; (iii) damage caused by use of inappropriate maintenance methods; (iv) damage caused by sharp objects and the like; (v) damage caused by the installer or the workmanship of the installer (if not installed by Milliken or Milliken Design, Inc.); and (vi) damage arising from factors outside the control of Milliken including, but not limited to, the condition of the sub-floor, flooding, hydrostatic pressure, and moisture from broken pipes.

Milliken is not responsible for any change or modification to the carpet which might occur after it leaves Milliken's premises, including, but not limited to the presence of chemicals or materials which were not specified as components of the carpet. In no event shall Milliken be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise. Service properties such as pile shading, pile crushing, being used as a traffic lane, wear or abrasion and other similar properties are not defects and such properties are not warranted.

Warranty periods, whatever the length and wherever referenced in this document, begin at the date of the applicable invoice.

Milliken recommends and endorses the MilliCare® Textile and Carpet Care service network as the best way to maintain and prolong the life of Milliken Commercial Carpet.

Purchaser's exclusive remedy for any and all losses or damages resulting from defective carpet shall be the repair or replacement of the carpet in the affected area, as determined by Milliken in its sole discretion. The selected remedy shall reflect the previous usage of the carpet and may take the form of credit toward future purchases. This shall be the purchaser's sole remedy. If replacement is chosen by Milliken as the appropriate remedy, Milliken will pay the reasonable costs for such replacement. Replacement must be performed by Milliken or a Milliken approved vendor. Milliken's obligation hereunder shall not include payment of any indirect costs or incidental or consequential damages arising from replacement or repair. Purchaser must provide reasonable cooperation to facilitate Milliken's repair or replacement in the affected area. If any modular carpet is replaced as part of the remedy, the replacement will be made with a current, comparable Milliken carpet.

Warranty coverage is limited to the original purchaser of the carpet (which includes anyone purchasing carpet through a dealer), and is not transferable. Milliken requires the original sales receipt or other sufficient documentation, as determined by Milliken, as proof of warranty coverage.

"Lifetime" is defined as the period of time that the original purchaser of the carpet chooses to keep the carpet on the floor at the original installation site. Lifetime warranties only apply to carpet invoiced after February 1, 2005. For carpet invoiced prior to February 1, 2005 the warranties then in effect apply.

OBLIGATIONS OF PURCHASER-OWNER:

1. Purchaser/Owner must submit notice of all claims under this warranty within a reasonable time after discovery of the alleged defect giving rise to the claim and within the warranty period.
2. Claims must be submitted in writing to Milliken Quality Assurance at carpetclaims@milliken.com or to a Milliken Quality Assurance representative by phone at 1-800-528-8453 (Option 2 at prompt for Quality Assurance).
3. For further information about Milliken warranties please contact your Milliken Sales Representative or Milliken Quality Assurance at: Phone number: 1-800-528-8453 (Option 2 @ prompt for Quality Assurance); E-mail: carpetclaims@milliken.com; or Toll Free Fax Number: 1-866-503-6815.

OBLIGATIONS OF MILLIKEN:

The Milliken logo is written in a blue, cursive script. The word "Milliken" is written in a fluid, handwritten style with a trademark symbol (TM) at the end.

Milliken will, within ten (10) business days of receipt of notice made pursuant to Section 2, above, designate a representative to promptly respond and arrange an inspection of the carpet.

Milliken™