

## What to do Prior to Your New Carpet Installation

#### If you are removing your existing carpet:

- 1. Remove the carpet and metal trims prior to the installer's arrival.
- 2. Scrape all the residual staples (holding the old pad in place) off the floor.
- 3. Leave all existing tack strips for reuse.
- 4. Sweep or vacuum the area.
- 5. If Koeber's is disposing your existing carpet, neatly cut and roll into sections of 40 lbs or less.

#### If the installer is moving furniture:

- Our team will remove and reset furniture as arranged before installation- no remodeling of furniture is included.
- Remove all small items such as lamps, knickknacks, plants, pillows, crystal, fragile items, antiques, books, clothing, dishes, and other items of this nature prior to installer's arrival.
- Please provide adequate protected space within reasonable distance to the work area to store furniture during installation.
- Remove all items from closet floors, including closet racks to allow at least 3 feet of clearance off the floor.
- Remove all electronics such as cable boxes, TV's, computers, etc.
- PLEASE NOTE: Our installers cannot move excessively heavy or large furniture items requiring more than 2 people or items requiring dismantling, special tools or training. Some pool tables and large clocks can be moved for an additional charge however, it may be necessary to have a professional move these items as re-leveling or programing may be required. On commercial jobs, we do not move store fixtures, computers, equipment, or work stations.

## If the above items listed are not moved prior to the installer's arrival, your installation will be rescheduled.

#### **Restroom Access:**

We respect that each of our customers have different experiences, thoughts and comfort levels during the Covid-19 pandemic. While working in your home, our installers will need the use of your restroom. If you are uncomfortable with allowing our installers to use your facilities, please notify us prior to installation so we can make adjustments and arrange an alternative portable option during your installation. Please note, this will incur a charge.



Koebers.com CCB #036566

### **Helpful Information**

- You need to notify the installer of the location of all under-carpet and door jam wiring as well as radiant heat in the floor prior to start of installation. The installer will use extreme caution however, you are assumed to accept full responsibility for any cutting or interruption of unknown wires.
- You are responsible for adequate heat, power, light, ventilation during the 24 hours prior to the installation. Heat must be a minimum of 68 degrees upon installer's arrival.
- Scuffing of baseboards, railings, wall paint and wallpaper may occur during normal flooring installations. The installer will use extreme caution but will not be responsible for damage or repair.
- We cannot install new plumbing fixtures. If Koeber's will be removing and resetting existing plumbing fixtures, we cannot be responsible for aged or failing parts that can be an issue during the process. Should this occur, we will notify you and delete the re-installation cost on final invoice.
- Koeber's installers will sweep your subfloor and seam your floor coverings in accordance with manufacturers' specifications. If you would like to request we vacuum the subfloor instead of sweeping, there is a \$1.00 per yard charge.
- The price quoted excludes floor preparation, underlayment replacement, or other work necessary to correct unforeseen floor surface defects not apparent during measuring. You will be advised of extra charges at time of installation.
- > Upon subfloor exposure we can spot seal odor spots for a minimum charge of \$125+ to \$2.75/yd.
- Occasionally finished carpet heights may require your doors to be trimmed. Koeber's can trim most standard interior doors for \$65.00 each, and pocket doors will be more. However, Koeber's cannot cut exterior weather-stripped doors or special purpose interior doors.
- Due to the nature of our work it is your responsibility to keep children and pets clear of all work areas.
- > Koeber's removes all debris after installation and cleans your new flooring as necessary.
- All carpet scraps will be removed, and sizable pieces will be left for your use. We can bind these pieces at *no charge*.
- > To help reduce dust from removal of old carpet, vacuum prior to removal.
- We can help minimize squeaks by screwing down the subfloor for an additional charge. We will try to minimize squeaks but can never guarantee the elimination of squeaks.

#### FINAL PAYMENT is due upon completion of installation. Please be prepared to pay the installer.

Signature:

Date:



## Carpet Care & Maintenance

Now that you have just invested in new carpet, it is important to maintain it. With easy and regular care, your carpet will look great for many years. Here's a few simple tips:

Regular Vacuuming:

- Vacuuming your carpet thoroughly and frequently is the most important step in caring for your carpet.
- Use only a quality vacuums (see CRI vacuum list for suggestions. Be sure to check the height of the beaters to ensure the carpet is not damaged by excessive beating. Empty dust collection bags frequently and replace filters as recommended by the manufacturer.
- Vacuum at least weekly. High traffic areas may need it more often (even daily if soiled heavily).
- Pass over the soiled areas 3-5 times in lightly soiled areas and 5-7 times in heavily soiled, high traffic spots
- Vacuum against the pile direction first to lift matting and loosen dirt particles. Then follow up by vacuuming in the direction of the pile to finish.

Steam Cleaning:

- Depending on usage, carpet should be professionally steam cleaned every 12-15 months. This is required to maintain a carpet manufacturer's warranty.
- Steam cleaning (hot water extraction) should only be done by a professional.
- Shampooing or steaming do it yourself treatments are not recommended.
- Call Koeber's for recommended carpet cleaners

Spot Cleaning:

- Clean up spills immediately to prevent the stain from getting into the carpet fiber.
- If a hot spill occurs, try to clean up before the liquid cools or dries.
- Avoid use of bleach and other chemical products on your carpet. They can permanently discolor, or dissolve carpet.
- Koebers recommends Nylac carpet cleaner. If this spot cleaner does not lift the stain, leave it to a professional to handle.

Additional Protection & Other Notes:

- Use furniture coasters or pads on legs and castors to avoid pressure marks.
- Place door mats at exterior doorways.
- Use rugs to protect carpet in high traffic areas.
- Avoid letting carpet sit in direct sunlight for long periods of time with blinds from Koebers
- Regularly maintain snagged loops by snipping low to the pile

If you have specific questions or concerns, call the office at **503-641-1901** or refer to your carpet manufacturer's specified maintenance program.



**Consumer Protection Notice** 

Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

1.	Make sure your contractor is properly licensed before you sign a contract. Visit <u>www.oregon.gov/ccb</u> , and click on the link, Check on a Contractor's License, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.			
	<ul> <li>A license requires the contractor to maintain a surety bond and liability insurance - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.</li> </ul>			
	<ul> <li>If your contractor is not licensed - the CCB bond and dispute resolution services will not be available to you.</li> </ul>			
2.	What you should know about bids, contracts, and change orders:			
	<ul> <li>Bids - Do not automatically accept the lowest bid - A low bid may make it necessary for the con- tractor to use lower quality materials and to cut corners in workmanship.</li> </ul>			
	<ul> <li>Contracts and Change Orders - Always get it in writing. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all con- tracts be in writing.</li> </ul>			
	<ul> <li>Contracts should be as detailed as possible - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.</li> </ul>			
	<ul> <li>Read and understand your contract before signing it - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.</li> </ul>			
3.	Additional contract information you should know:			
	<ul> <li>A Payment Schedule - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.</li> </ul>			
	<ul> <li>Special Note on Liens - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.</li> </ul>			
	<ul> <li>Warranty on new residential construction - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.</li> </ul>			
4.	If you should have a problem with your contractor - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.			
	Visit the CCB website at for more information on having a successful project. www.oregon.gov/ccb			



# **Notice of Procedure**

## Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

## Before you start an arbitration or court action, you must do the following:

- 1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
- 2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
- 3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

 CONTRACTOR:
 CCB#:
 HOMEOWNER:

 Print Contractor Name (as it appears on contract)
 Print Homeowner Name (as it appears on contract)

 Signature of Authorized Representative
 Date



## Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newlybuilt, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

## **Common Questions and Answers About Construction Liens**

**Can someone record a construction lien even if I pay my contractor?** Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

## **Steps That Consumers Can Take to Protect Themselves**

- Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed. The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: <u>www.oregon.gov/ccb</u>, or you can call 503-378-4621.
- Review the Consumer Protection Notice (ORS 701.330(1)), which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- Contact a title company about obtaining a title policy that will protect you from construction lien claims.
- Find out what precautions, if any, will be taken by your contractor, lending institution, and architect to protect your project from construction liens.
- Ask the contractor to get lien waivers or lien releases from every subcontractor, materials
  provider, equipment provider, and anyone else the contractor is responsible for paying. Do this
  before you give your contractor a progress payment.
- Have a written contract with your contractor. A written contract is required for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers. The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.
- Should you have a dispute with your contractor, you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- Consult an attorney. If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address:			
CONTRACTOR: CCB#:		PROPERTY OWNER:	
Print Name (as it appears on contract)		Print Name (as it appears on contract)	
Signature	Date	Signature	Date