



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INVITATION TO BID
COVER PAGE

BID Number: **7238-21**

BID Title: **Justice Center 1st Floor SE Flooring Replacement**

Optional Site Visit: Please email Seth Jacobs at sjacobs@bouldercounty.org by 4:30 p.m. on May 27, 2021 to schedule a site visit. Location: 1777 6th St. Boulder, CO, 80302.

BID Questions Due: June 2, 2021 – 2:00 p.m. MDT

Submittal Due Date: June 11, 2021- 2:00 p.m. MDT

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Bid Instructions
- Terms and Conditions
- Insurance and W-9 Requirements
- Bid Tab Section
- Submittal Checklist
- Signature Page
- Sample Contract
- Specifications & Drawings
- CTL recommendation & Asbestos test



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INSTRUCTIONS

1. Purpose/Background

Boulder County Public Works, Building Services Division, is seeking competitive bids from flooring contractors to assist with replacement of ceramic flooring tile at the Boulder County Justice Center. The Project is currently expected to start towards the middle of the 2nd quarter of 2021 with completion in the 2nd quarter of 2021.

2. Optional Site Visits

The county will accept and schedule requests for site visits. All site visits must be scheduled before 4:30 p.m. May 27, 2021. Please email Seth Jacobs at sjacobs@bouldercounty.org.

During onsite visits the guidelines are as follows:

Nothing can change hands. No documents, business cards, sign in sheets, etc.

All participants are required to wear face coverings at all times.

All participants are required to maintain at least 6 feet of physical distancing at all times.

Group sizes must stay within recommended guidelines as issued by the state and local authorities.

Participants will be allowed to take photos or videos of the site in order to review with subs.

In order to keep a level playing field, and in the interest of transparency, no discussion is allowed during onsite visits. ANYTHING that is discussed during the course of visits must be submitted in writing to the bid.

3. Written Inquiries

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **June 2, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **June 4, 2021**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

4. Submittal Instructions

BIDs are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on June 11, 2021**. A bid opening will be conducted at 3:00 p.m. via email by sending a copy of the bid tab to all who have submitted a bid.

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **BID # 7238-21** in the subject line.

All BIDs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the bidder to see that their BID response is received on time at the stated location(s). Any BIDs received after due date and time will be returned to the bidder.

The Board of County Commissioners reserves the right to reject any and all BIDs, to waive any informalities or irregularities therein, and to accept the bid that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder will furnish the information required in the Invitation to Bid.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, based on best value not only price.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the Purchasing email address prior to the time indicated in the "Invitation to Bid."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid and any resulting contract will be clearly stated in the bid itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a bid, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose bid or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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INSURANCE AND W-9 REQUIREMENTS

PAYMENT & PERFORMANCE BONDS

Both a payment and a performance bond are required for this project and must each equal 100% of the proposed cost. Please include the cost of this bonding into the total proposed cost.

INSURANCE REQUIREMENTS

Commercial General Liability

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

Workers' Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease- Policy Limit/\$100,000 Disease-Each Employee.

Boulder County as Additional Insured: Boulder County shall be named as an Pollution Liability additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insureds.*

***In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:**

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your bid in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements you may request one in your response with an explanation.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your bid.



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SUBMITTAL SECTION

The bidder's attention is especially called to the items listed below, which must be submitted in full as part of the BID. Failure to submit any of the documents listed below as a part of your BID, or failure to acknowledge any addendum in writing with your BID, or submitting a bid on any condition, limitation or provision not officially invited in this Invitation to Bid (BID) may be cause for rejection of the BID.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE: Bidder will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information. Boulder County will review all contractor evaluation forms from previous County projects.
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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BID TAB

Provide a price for one and/or each item as listed below. Any alternates should be noted next to the Item below and any additional information shall be attached, following this page, reviewing the alternate pricing. Work shall be awarded based on the most responsible Bid that best satisfies the requirements of the project, not necessarily on the lowest price. Boulder County reserves the right to make the award on the basis of the Bid deemed most favorable to the County, to waive any informalities, or to reject any or all Bids.

ITEM #1: All work described in the Drawings, Specifications and Addenda for this project:

_____dollars (\$_____)

Duration_____ Working Days

ITEM #2: Demolition of existing tile:

_____dollars (\$_____)



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

Boulder County Sample Contract

THIS CONTRACT ("Contract") is entered into by and between the County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Bid, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.
7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.
9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract.
10. Nondiscrimination: Contractor will comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.
12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.
13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.
14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this

Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.
38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.
40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person

meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

Non-Construction contracts use the following language:

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Construction Contracts only – include the following paragraph:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management with any questions.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

This coverage may not be required if contractor is not mandated under State law to maintain this coverage. A waiver is available on the contracts routing website.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$[X],000,000.00, following form.

This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying limits becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.

Please consult with Risk Management if you feel this coverage should be required.

IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:

v. **Professional Liability (Errors and Omissions)**

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County must provide proof of professional liability coverage. This also applies to anyone managing or overseeing construction.

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

vi. **Pollution Liability**

This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

vii. **Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

Crime / Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the County. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of the County or when the contractor has access to client's personal property and/or documentation

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames,

and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients:	\$50,000
Contractors with 11 – 15 County clients:	\$500,000
Contractors with more than 25 County clients:	\$1,000,000

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

Contractors with 5 or fewer County clients:	\$100,000
Contractors with 6-10 County clients:	\$250,000
Contractors with 11-15 County clients:	\$500,000
Contractors with 16 or more County clients:	\$1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE MINIMUM AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.

b. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

c. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

d. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

e. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

f. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

g. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest:		<i>Initials</i>	
Attestor Name:			
Attestor Title:			



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SPECIFICATIONS AND DRAWINGS

1. Introduction: Boulder County Building Services (“BCBS” and/or “Owner”), a Division of the Public Works Department, has received approval from the Boulder County Commissioners to replace a portion of the tile flooring in the Boulder County Justice Center. This building was constructed in 1973. The original ceramic quarry tile flooring is dated and is releasing from the thin-set mortar in several places. This project will involve removing the existing quarry tile along a 1st floor corridor, elevator lobby, interior ramp and adjacent stairs and then replacing the flooring with new ceramic tile (approximately 1,219 sqft) and carpet tile (approximately 2,643 sqft). The existing tile that is being replaced is to be removed all at once and the install of the new ceramic and carpet tile will be phased to reduce disruption to Justice Center functions. Your bid should include demo of existing tile (priced separately), floor prep, Supply/ install of new ceramic and carpet tile, and all transition trim that is required.

2. BID and Contract Documents:

The BID Documents include items listed below. Please notify Boulder County Purchasing immediately if you are missing any noted information below:

- **Tile Specification- 09 3000 Ceramic Tile**
- **Carpet Specification-09 6800 Carpet Tile**
- **JC- 1st floor SE Carpet and Tile Replacement Plan**
- **JC-1st floor Lobby inset detail**
- **JC- Wall base detail**
- **CTL Email regarding PPE**
- **CTL Thompson -JC Paver Asbestos Test 2021**

3. Contractor Bid Requirements:

The attached drawings and specifications and related information represent the overall intentions of BCBS and the Design Team. They are intended to convey the size and scope of the project.

3.1 Project Staffing:

Provide a simple Staffing Plan for the Project. Indicate the organizational structure of the proposed project team, the name, title. Criminal background checks will be required for all staff working on site at the Justice Center.

3.2 Construction Site Logistics:

- The hours of operation for courts is Monday through Friday 8:00 am – 5:00 pm.
This project requires after hours and weekend work.
The work to demo and install should be completed off-hours so as not to interfere with court proceedings. The area of construction shall be cleaned and clear of all debris, tools, and materials prior to the start of Justice Center business.
- PPE and proper demo methods will be required for Nonfriable less than 1% trace amount of asbestos in existing ceramic tile mortar. See attached CTL asbestos test and PPE recommendation.
- Flooring areas for this project that are unfinished/ under construction will be protected and covered to allow a safe walking surface for patrons and staff of the Justice Center.
- Boulder County will work with contractor to provide an area of storage for their tools and materials on site.
- Parking will be available on site. Contractor will coordinate location with Boulder County.

BOULDER COUNTY JUSTICE CENTER 1st FLOOR SE
FLOORING REPLACEMENT

SECTION 09 3000 - CERAMIC TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes glazed floor and wall tile.
- B. Related Sections include the following:
 - 1. Division 9 Section 09 6800 "Carpet Tile" for coordination of transitions with ceramic tile.
- C. Substitutions: Substitute products will not be considered.

1.3 SUBMITTALS

- A. Product Data: For each product indicated. Include manufacturer's written data on physical characteristics. Include installation recommendations for each type of substrate.
- B. Certify that products furnished are asbestos free.
- C. Certify that products meet or exceed specification requirements.
- D. Shop Drawings: Not required for this scope. Contractor is to install per manufacturers recommendation and per contract document plans and details. Any changes to original plan are to be reviewed and approved by the project Architect prior to any installations.
- E. Samples:
 - 1. Each type, composition, color, and finish of tile.
 - 2. Assembled samples with grouted joints for each type, composition, color, and finish of tile.

1.4 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for min. 3 years. Use experienced installers.
- B. Product handling: Deliver to job site and store packaged material in original containers with labels intact. Prevent damage to materials by water, freezing or other causes.

1.5 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Tile and Trim Units: Furnish quantity of full-size units equal to approximately 5 percent of amount installed (but not more than 1 carton) for each type, composition, color, pattern, and size indicated.

BOULDER COUNTY JUSTICE CENTER 1st FLOOR SE
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PART 2 - PRODUCTS

2.1 CERAMIC TILE:

A. Ceramic tile that complies with Standard Grade requirements of ANSI A137.1-1988 "Specifications for Ceramic Tile."

B. Public Space Tile-

**Florida- "Tides" #28115 Marine Fog HDP (12" x 24")
(Cut 12" x 24" tiles to fit base recesses) Main Field Tile**

**Florida- "Tides" #28190 Coconut Shell (12" x 24")
(Inset Herringbone Pattern)**

**Daltile - Plaza Nova- Green Mist PN 97 Matte (4" x 24")
(Inset Border)**

2.1 SETTING AND GROUTING MATERIALS

A. Materials to comply with ANSI standards.

B. Floors:

Thinset, Installation Method TCA F113-97, with Latex-Portland Cement Mortar, ANSI A118.4. **LATICRETE**, Sanded Grout color #42 "**PLATINUM.**"

C. Walls:

Use Installation Method TCA W242-97, with Organic Adhesive, ANSI A 136.1. **LATICRETE**, Sanded Grout color #42 "**PLATINUM.**"

2.2 TRANSITION MATERIALS:

1. At transition ceramic tile to carpet tile:

Schluter-RENO AETK, size 100 (3/8") Anodized Aluminum finish, or approved equal.

2. At transition from ceramic tile to existing ceramic tile:

Schluter-SHIENE-E Anodized Aluminum finish, or approved equal.

3. At transition from ceramic tile base to drywall finished wall:

Schluter-SHIENE-E Anodized Aluminum finish, or approved equal.

4. At transition ceramic tile to concrete:

Schluter-RONDEC AE, (3/8") Anodized Aluminum finish, or approved equal.

5. Stair Nosing: **Schluter TREP-E** , Anti Slip traction nosing . Stainless steel

6. Other trim as required.

PART 3 - EXECUTION

BOULDER COUNTY JUSTICE CENTER 1ST FLOOR SE
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3.1 PREPARATION

- A. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
- B. Fill cracks, holes, and depressions with trowelable leveling and patching compound according to tile-setting material manufacturer's written instructions.
- C. Remove protrusions, bumps, and ridges by sanding or grinding.
- D. Blending: For tile exhibiting color variations, use factory blended tile or blend tiles at Project site before installing.
- E. Field-Applied Temporary Protective Coating: Where indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, pre-coat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

3.2 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.
- B. TCA Installation Guidelines: TCA's "Handbook for Ceramic Tile Installation." Comply with TCA installation methods indicated in ceramic tile installation schedules.
- C. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Grind cut edges of tile abutting trim, finish, or built-in items. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- E. Jointing Pattern: Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.
- F. Expansion Joints: Locate expansion joints and other sealant-filled joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
 - 1. Locate joints in tile surfaces directly above joints in concrete substrates.
 - 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
 - 3. Provide crack suppressant if needed, to be bid as a per-lineal-foot unit cost.
- G. Grout tile to comply with requirements of ANSI A108.10, unless otherwise indicated.
 - 1. For chemical-resistant epoxy grouts, comply with ANSI A108.6.
- H. Install tile with the following joint widths:

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1. **4" X 24"** Porcelain Wall and floor Tile: 3/16 inch.
 2. **12" X24"** Porcelain Floor Tile: 3/16 inch.
- I. Use HYDRO BAN anti crack membrane after floor prep before floor tile is set in thin set.
 - J. Where tile transitions under doorways, run tile to inside rabbet of door frame so existing flooring is not visible from corridor side of door.

END OF SECTION 09 3000

BOULDER COUNTY JUSTICE CENTER 1ST FLOOR SE
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SECTION 096800 – CARPET TILE

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes new carpet tile and accessories for direct glue down installation.
- B. Related Sections include the following:
 - 1. Division 9 Section 093000 "Ceramic Tile" for coordination of transitions with carpet tile.
- C. Substitutions: Substitute products will not be considered.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation recommendations for each type of substrate.
- B. Shop Drawings: Shop Drawings: Not required for this scope. Contractor is to install per manufacturers recommendation and per contract document plans and details. Any changes to original plan are to be reviewed and approved by the project Architect prior to any installations.
- C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - 1. Carpet Tile: Full-size Sample.
 - 2. Exposed edge, Transition, and other Accessory Stripping: 12-inch long Samples.
- D. Product Schedule: For carpet tile, use same designations as indicated on Drawings.
- E. Qualification Data: For Installer.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency.
- G. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products

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and procedures and manufacturer's recommended maintenance schedule including detailed instructions pertaining to hot water extraction methods.

2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.
- H. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer with not less than 5 consecutive years of experience in installation of commercial carpeting of type, quantity and installation methods similar to work of this section.
- B. Manufacturer's Qualifications: Firm (carpet mill) with not less than 5 consecutive years of production experience with carpet similar to type specified in this section; whose published product literature clearly indicates general compliance of products with requirements of this section.
- C. Measurement Verification: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicated and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.
- D. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirements; no additional compensation shall be allowed for shortage of materials.
- E. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots.
- F. Owner reserves the right to test carpet at their expense to verify that the delivered carpet is as specified. If carpet does not meet specifications, manufacturer will reimburse owner the testing expense and the carpet may be rejected.
- G. Pre-installation Conference: Conduct conference at the project site. Review methods and procedures related to substrate preparation and carpet tile installation including, but not limited to the following:
 1. Review delivery, storage, and handling procedures.
 2. Review ambient conditions and ventilation procedures.
 3. Review dust control procedures.
 4. Review requirements/procedures for protecting items to remain i.e.: furnishings, equipment, etc.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104, Section 5, "Storage and Handling."
- B. Deliver carpeting materials in original mill protective package with mill register numbers and tags attached. Maintain wrappers and protective covers in place until carpet is ready for installation. Store inside, in well-ventilated area, protected from weather, moisture and soiling.

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- C. Cutting: Before beginning installation, it shall be inspected for defects, color variations or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to the Owner. Carpet tiles shall be inspected to insure that carpet is from the same dye lot.
- D. Deliver all required overages and maintenance stock to Owner's specified location prior to beginning installation.

1.6 PROJECT CONDITIONS

- A. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12, "Ventilation."
- B. Environmental Limitations: Maintain temperatures in space in accordance with carpet manufacturer's recommendations, but in no case less than 60 degrees F for 24 hours prior to, during and after installation. Sub-floor temperature should be a minimum of 60 degrees F for 24 hours prior to and after installation.
- C. Precondition: All of the carpet shall be stored in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 60 degrees F with humidity between 35% to 65%.

1.7 SEAMING REQUIREMENTS

- A. General: In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:
 - 1. Installation layout shall enable future replacement, especially in large open areas and traffic paths, unless specifically indicated in writing by Owner or Owner's Representative.
 - 2. No carpet tile pieces smaller than 6" in width or length shall be used.
 - 3. Seams occurring at doors of different types of carpet shall be parallel to closed door, and be centered directly under the closed door.
 - 4. Flooring Contractor is responsible for trimming all loose yarn and fuzzy edges of carpet tiles.
 - 5. All cutting of carpet for telephone and electrical outlets shall be the responsibility of the Flooring Contractor.

1.8 WARRANTY

- A. Warranty for Carpet Tiles: Manufacturer's standard form in which manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Provide special warranty, signed by Flooring Contractor and Carpet Manufacturer, agreeing to repair or replace defective materials and workmanship of carpeting work during a 10 year warranty period following date of Substantial Completion.

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Attached copies of product warranties as required in Part 2, item 2.1 of this specification section for warranties required.

1.9 EXTRA MATERIALS

- A. Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Deliver to the Owner uncut in clearly marked dust-proof packages prior to commencement of work; store where directed.
1. Carpet Tile: Full-size units equal to 4 percent of amount installed for each type indicated, but not less than 10 sq. yd.

PART 2 - PRODUCTS

2.1 CARPET TILE

- A. Available Products: Subject to compliance with requirements, products are limited to the following.
1. Carpet Tile:
- a. Manufacturer: Mohawk Group
 - b. Collection: Expedition
 - c. Pattern: G T 3 3 4 Lithosphere
 - d. Color: Alpine
 - e. Backing: EcoFlex NXT – Non-PVC backing
- B. Construction: Tufted
- C. Surface Texture: Level Multi Colored Patterned Loop
- D. Pile Thickness: .114"
- E. Gauge: 1/12
- F. Face Weight: 20 oz. per sq. yd.
- G. Face Yarn: Duracolor® Premium Nylon with metallic Durocolor
- H. Fiber Technology: Duracolor® by Mohawk
- I. Backing Material: EcoFlex NXT
- J. Size: 24" x 24"
- K. Static Control: AATCC 134 Under 3.5 KV
- L. Flammability: ASTM E 648 Class 1 (Glue Down)

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1. Passes DOC-FF-1-70 Pill Test
 2. Floor Radiant Panel: Meets NFPA Class 1 when tested per ASTM-E-648 glue down
- M. NBS Smoke Chamber NFPA 258: Less than 450 Flaming Mode
- N. Colorfastness:
1. Lightfastness: AATCC 16E-1982- Dark Color: Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color.
 2. Ozone and Gas: AATCC 129-1981- Rating 3 or better per color AATCC transference scale.
- O. Warranties:
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. Lees Carpets manufacturer's Lifetime Warranty, non-prorated against product failure covering all costs including freight, labor, and material for the following:
 - a. Edge Ravel/Tuft Bind
 - b. Back lamination
 - c. Static protection as stated above
 - d. Wear -No more than 10% face yarn loss
 - e. Cup, Dome, Dish
 - f. Dimensional stability
 - g. Adhesive bond to floor
 - h. Permanent stain resistance to acid-type spills
 3. Installation Warranty: Lifetime Warranty, non-prorated against any installation related failure covering all costs including freight, labor and material co-signed by the flooring contractor and the manufacturer.
- P. Stain Resistance: Duracolor® by Lees Permanent Stain Resistance
1. Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear. Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale. Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent.

2.2 INSTALLATION ACCESSORIES

- A. Adhesives: Water-resistant, mildew resistant, non-staining, pressure-sensitive type to suit products and sub-floor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation. All floor sealers, seam sealers and adhesives shall contain no calculated solvents per OSHA Regulation 29 CFRE 1910.1200, have no calculated VOC's and be non-flammable. MSDS and samples required on products used.

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- B. At transition from carpet tile to other flooring:
Schluter-RENO AETK, size 100 (3/8") Anodized Aluminum finish, or approved equal.
- C. Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet, and selected by Flooring Contractor to meet project circumstances and requirements.
- D. Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy, reinforced, non-staining kraft laminated paper.

2.3 SUBMITTAL CHECKLIST

- A. Checklist Instructions: For all submittals for substitutions, submitter must include the checklist at the end of this section, completely filled out and signed by an officer of the company. Failure to provide this documentation will result in rejection of submittal
 1. Fill in the left column with the actual data as it pertains to your substitute. If more room is required, attach additional pages.
 2. Circle either yes or no indicating whether or not the submitted product meets or exceeds the specification requirements for each checklist item.
- B. Checklist Form: See end of this section.

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects against the approved samples prior to installation.
- B. Concrete Sub-floors: Verify that concrete slabs comply with ASTM F 710 and the following:
 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 2. Sub-floors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. In the event of discrepancy, notify Owner. Do not proceed with installation in areas of discrepancy until all such unsatisfactory conditions have been corrected. Start of carpet installation indicates acceptance of sub-floor conditions and full responsibility for completed work.

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FLOORING REPLACEMENT

3.2 PREPARATION, GENERAL

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- C. Prepare the sub-floor to insure a successful installation. Utilize a floor sealer such as Lees Everseal where needed or recommended by Manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION, GENERAL

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer. C. Maintain dye lot integrity. Do not mix dye lots in same area.
- C. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- D. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- E. Carpet shall be installed with pile lying in the same direction. Cut carpet evenly and accurately to fit neatly at walls, columns and projections,
- F. 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 carpet installer's responsibility to trim all edges to eliminate fuzzy seams.
- G. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.

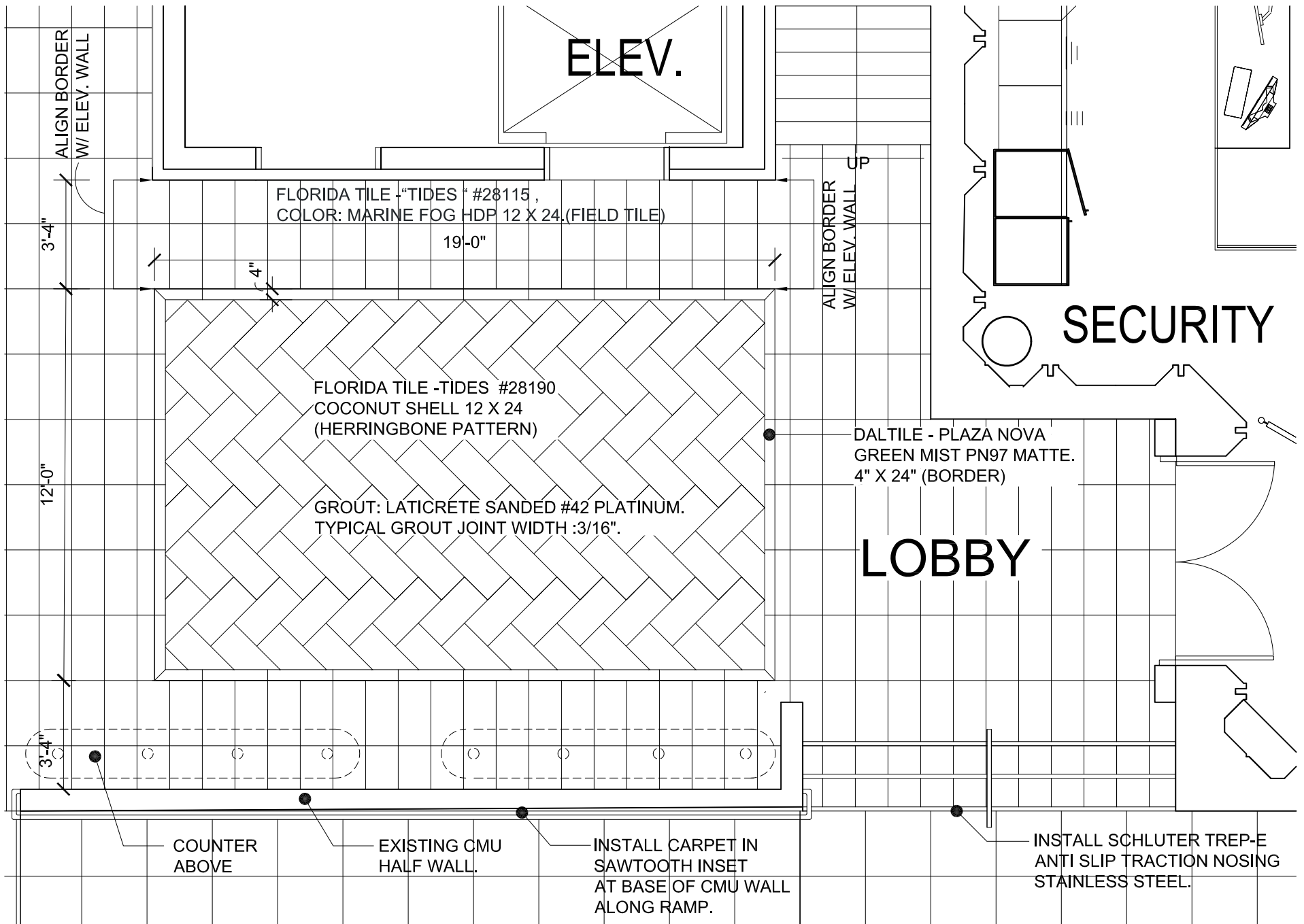
3.4 CLEANING AND PROTECTION

- A. Remove and dispose of debris and unusable scraps.
- B. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer. Replace carpet where spots cannot be

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FLOORING REPLACEMENT

- removed.
2. Remove yams that protrude from carpet tile surface using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
 3. Vacuum carpet tile using two motor, top loading, upright commercial machine with brush only element, utilizing a high filtration dust bag.
- C. Following cleaning and vacuum carefully protect the carpeting from soiling and damage until formal acceptance.
- D. Maintenance Materials: Deliver usable, uncut carpet tiles to Owner's designated storage space, properly packaged and identified. Dispose of smaller pieces as construction waste.

END OF SECTION 096800

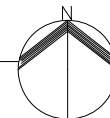


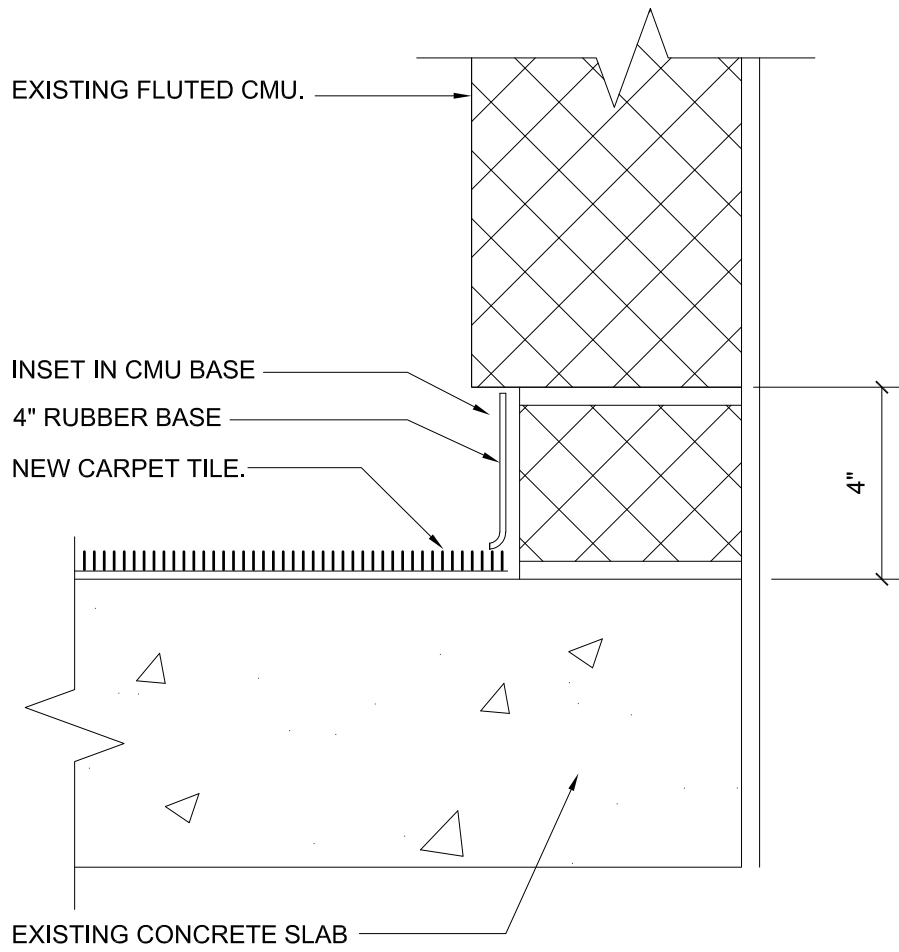
3
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JC- FIRST FLOOR TILE REPLACEMENT-INSET DETAIL

SCALE: 1/4" = 1'-0"

MAY 05, 2021





1
-

JC- WALL BASE DETAIL

SCALE: 3" = 1'-0"

MAY 05, 2021

From: [Harris, Dana](#)
To: [Jacobs, Seth M.](#)
Subject: BCJC Asbestos
Date: Tuesday, March 9, 2021 3:28:57 PM
Attachments: [image001.png](#)
[image002.png](#)
[CTL Thompson-FCO9826000V221-1540r.pdf](#)

Seth,

Lab report attached for the ceramic tile flooring outside the courtrooms at the BCJC. I collected two samples from near the edge of the loose tiles that are taped up. There were two colors of mortar....the lighter gray mortar, which I believe was the backing/"adhesive" material, contained trace asbestos and was nonfriable. Nonfriable materials that contain trace asbestos do not need to be re-analyzed by the point count method and are considered to contain less than 1 percent asbestos. Materials that contain less than 1% asbestos are not regulated by CDPHE or EPA. Also, many of OSHA's asbestos regulatory requirements do not apply because the material does not contain greater than 1% asbestos. However, workers disturbing the ceramic tile flooring would need to be protected against (i.e., wear respirators and Tyvek-type suits), and monitored for, asbestos exposure. Also they should use the wet methods and bagging up wastes promptly, but that is also an OSHA requirement.

Dana Harris | Environmental Department Manager

CTL | Thompson, Inc.

400 N. Link Lane
Fort Collins, CO 80524
Office: 970-206-9455
Direct: 970-224-7331
Cell: 970-420-0533
dharris@ctlthompson.com
www.cflt.com



From: Technology Laboratory <info@techlabusa.com>
Sent: Tuesday, March 9, 2021 2:07 PM
To: Harris, Dana <dharris@ctlthompson.com>
Subject: Report for project #FCO9826.000V-221

Hello,

I have attached the data for the "BCJC Flooring" site. Have a great day!



Ryan Anderson

Technology Laboratory, Inc.

Phone: (970) 490-1414

Site: techlabusa.com

Email: info@techlabusa.com

Address: 1012 Centre Ave. Fort Collins, CO 80526

Confidential Notice: This is a confidential communication. If you received it in error, please notify the sender of the delivery error by replying to this message and then delete it from your system.

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TECHNOLOGY LABORATORY, INC.

1012 Centre Avenue, Suite 101
Fort Collins, Colorado 80526
www.techlabusa.com
info@techlabusa.com

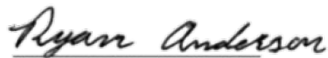
CTL Thompson
351 Linden Street
Fort Collins, CO 80524

Re: Analysis of Bulk Asbestos Samples
Order #: C1540
Project #: FCO9826.000V-221
Project Location or Name: BCJC Flooring

Dear Client:

Attached are the results of the analyses for asbestos materials that were submitted to this facility on 3/5/2021.
Please note that:

- Technology Laboratory, Inc. (TLI) analyzes bulk asbestos samples following procedures developed by the McCrone Research Institute and in compliance with guidelines established by the Environmental Protection Agency (App. E to Sub. E of 40 CFR Part 763 and 600/R-93/116).
- TLI is accredited for bulk asbestos analysis by the National Voluntary Laboratory Accreditation Program (NVLAP) of the National Institute of Standards and Technology (NIST). Our NVLAP Laboratory Code is 600232-0. Our State of Colorado certification number is AL-25683. TLI complies with NVLAP requirements unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.
- The analytical results provided in this report apply only to the samples submitted to the laboratory. This report is confidential. Details of this report will not be discussed with any person or agency not associated with you or your organization. This report must be reproduced in its entirety (including this cover document) and shall not be copied in part or used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. Samples will be held for a minimum of sixty days unless longer storage is requested. If you have any questions regarding the contents of this report, please call TLI at 970-490-1414.



Ryan Anderson
Laboratory Director
Technology Laboratory, Inc.



Paige Terry
Asbestos Program Manager
Technology Laboratory, Inc.



TECHNOLOGY LABORATORY, INC.

1012 Centre Avenue
Fort Collins, Colorado 80526
(970) 490-1414

CERTIFICATE OF ANALYSIS

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM) EPA
(App. E to Sub. E of 40 CFR Part 763 and 600/R-93/116)**

CTL Thompson
351 Linden Street
Fort Collins, CO 80524

Order #: C1540
Project #: FCO9826.000V-221
Date Received: 3/5/2021
Date Analyzed: 3/8/2021
Date Reported: 3/9/2021

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents
<u>1-CERT-1</u> C1540-01	Layer 1 Mortar, Dark Gray 5% of Total Sample	None Detected	Granular Material 30% Calcium Carbonate 35% Gypsum 35%
C1540-01A	Layer 2 Mortar, Light Gray 20% of Total Sample	Chrysotile	TR% Granular Material 30% Calcium Carbonate 35% Gypsum 35%
C1540-01B	Layer 3 Ceramic Tile, Brown 75% of Total Sample	None Detected	Other 10% Gypsum 90%
<u>1-CERT-2</u> C1540-02	Layer 1 Fibrous Resinous Material, Black/White 5% of Total Sample	None Detected	Synthetic Fibers 20% Other 80%
C1540-02A	Layer 2 Mortar, Light Gray 10% of Total Sample	Chrysotile	TR% Granular Material 30% Calcium Carbonate 35% Gypsum 35%
C1540-02B	Layer 3 Mortar, Dark Gray 10% of Total Sample	None Detected	Granular Material 30% Calcium Carbonate 35% Gypsum 35%
C1540-02C	Layer 4 Ceramic Tile, Brown 75% of Total Sample	None Detected	Other 10% Gypsum 90%

Analyst:
Angie Hordley

Analyst:
Paige Terry



TECHNOLOGY LABORATORY, INC.

1012 CENTRE AVENUE
FORT COLLINS, CO 80526
Phone: (970) 490-1414 Fax: (970) 472-5488
www.techlabusa.com info@techlabusa.com

W.O. NUMBER C1540

CHAIN-OF-CUSTODY FORM - BULK ASBESTOS AND MOLD (NON-VIABLE) ANALYSIS

Explanation of Laboratory Procedures:

Full Analysis - Individual layers will be analyzed separately. The report will include asbestos and non asbestos components. Point Count - The point count procedure is typically used to quantify asbestos in samples previously quantified by the Visual Estimation Method. A separate charge applies for each sample that is point counted. This method is NOT applicable to Composite Analysis.

For rush or same day turnaround, please call for availability and quote.

ANALYSIS METHOD (BULK ASBESTOS ONLY):
App. E to Sub. E of 40 CFR Part 763 and EPA/600/R-93-116

COMPANY NAME: CTL Thompson
PROJECT MANAGER: Dana Harris
PROJECT NUMBER: FC09826.000 v-221
PROJECT LOCATION OR NAME: BCJC Flooring
SAMPLER'S SIGNATURE: [Signature]

NO ROOFING CORE SAMPLES ACCEPTED!

Mold matrices:
SP = Spore Trap (air only - provide sample volume in liters)
T = Tape
B = Bulk
SW = Swab

Table with 7 columns: ASBESTOS COMPOSITE, FULL ANALYSIS: ASBESTOS/NON-ASBESTOS, POINT COUNT (400), POINT COUNT (1000), MOLD (NON-VIABLE), MATRIX - MOLD ONLY (SEE KEY ABOVE), SAMPLE VOLUME (LITERS) MOLD ONLY. Contains handwritten checkmarks in the first two columns for samples 01 and 02.

Main data table with columns: LAB ID #, SAMPLE ID #, DATE SAMPLED, TYPE/DESCRIPTION OF MATERIAL. Contains handwritten entries for samples 01 and 02.

Turnaround time options (Priority 1 selected), Method of shipment (Walk-In selected), Logged in by (RA), Relinquished/Received by (Danni/CTL), Date/Time stamps.