

2/8/17



**RHODE ISLAND
COLLEGE**

PURCHASING DEPARTMENT
600 Mt. Pleasant Avenue, Building #5
Providence, Rhode Island 02908
Phone: 401-456-8047 Fax: 401-456-8528

INVITATION TO BID

SOLICITATION NUMBER: **44561**

SOLICITATION TITLE: **Carpet Replacement – Thorp & Willard Residence Halls - RIC**

BID PROPOSAL SUBMISSION DEADLINE: FEBRUARY 24, 2017 AT 11:30 AM

PRE-BID/PROPOSAL CONFERENCE: DATE: FEBRUARY 16, 2017 AT 10:00 AM

LOCATION OF PRE-BID: THORP HALL LOBBY (PARKING AVAILABLE AT BROWNE HALL (SECURITY))

PAYMENT AND PERFORMANCE BOND REQUIRED: YES BOND REQUIRED: YES

Note to Bidders: Questions concerning this solicitation may be emailed to jcimorelli@ric.edu no later than 2/17/17 @ 3:00 PM (EST). Please reference the Bid # on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

FEIN:	050256021
VENDOR NAME:	RUGGIERI BROTHERS, INC.
ADDRESS:	110 COMSTOCK PARKWAY CRANSTON, RI 02921
TELEPHONE:	401-463-9100
FAX:	401-463-7922
CONTACT PERSON:	MATTHEW O'SULLIVAN
EMAIL:	matt@ruggierbros.com
TITLE:	PROJECT MANAGER

NOTICE TO VENDORS:

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulations 5.11, and in addition, for highway and bridge projects, also see Procurement Regulations 5.13, accessible at www.purchasing.ri.gov .

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate “Y” (Yes) or “N” (No) for Disclosures 1-4, and if “Yes,” provide details below

N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If “Yes,” provide details below.

N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.

N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 – OWNERSHIP DISCLOSURE

Bidders must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the bidder.

William Ruggieri - President & Secretary

David Ruggieri - Vice President & Treasurer

Peter Ruggieri - Principal

Paul Ruggieri - Principal

SECTION 4 – CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate Yes (Y) or No (N) and if No, provide details below:

THE BIDDER CERTIFIES THAT:

Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to the solicitation.

Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements any contract awarded pursuant to this solicitations and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.

Y 3. The Bidder will maintain all required licenses during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.

Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in the Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.

Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or

Official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.

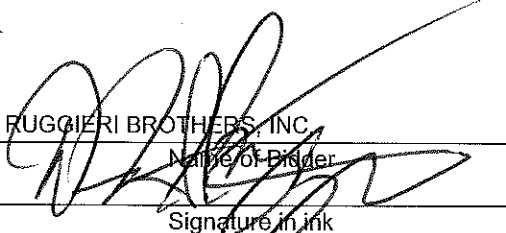
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principles, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws 37-2.5-3 as a person or entity engaging in investment activities in Iran described in 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Certification details (continue on additional sheet if necessary):

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviews this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparatiou and contents of this bid proposal and has been dnlly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 2/22/2017

RUGGIERI BROTHERS, INC
Name of Bidder

Signature in ink
DAVID RUGGIERI - TREASURER
Printed name and title of person signing on behalf of Bidder

RETURN OF BID INVITATION - Bids must be mailed/delivered to **RHODE ISLAND COLLEGE PURCHASING DEPARTMENT, BUILDING #5** in a sealed envelope furnished, by the time and date specified for the opening of responses. Bids misdirected to other locations or which are not present at the time of opening for whatever cause will be considered to be late, and will be returned unopened. For the purposes of this requirement the official time and date shall be that of the date/time stamp in the reception area.

Solicitation #: 44561

Solicitation Title: Carpet Replacement – Mock Up – Weber & Thorp
Residential Life & Housing - Rhode Island College

BID FORM

To: Rhode Island College
Purchasing Office, Building 5 – East Campus
600 Mt. Pleasant Avenue, Providence, RI 02908

Bidder: RUGGIERI BROTHER, INC.
Legal name of entity
110 COMSTOCK PARKWAY CRANSTON, RI 02921
Address (street/city/state/zip)
MATTHEW OSULLIVAN matt@ruggieribros.com
Contact name Contact email
401-463-9100 401-463-7922
Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 18,010.00

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

Eighteen thousand ten dollars & xx/100

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

- Allowances

There are no allowances for this project.

- Bonds

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Solicitation #: 44561

Solicitation Title: Carpet Replacement – Mock Up – Weber & Thorp
Residential Life & Housing - Rhode Island College

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: 2/19/2017

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

There are no alternates for this project.

3. **UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

1. None

4. **CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: March 13, 2017 (Dependent on Issuance of Award)
- Final completion: April 10, 2017

Solicitation #: 44561

Solicitation Title: Carpet Replacement – Mock Up – Weber & Thorp
Residential Life & Housing - Rhode Island College

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State:

\$400.00 per calendar day

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

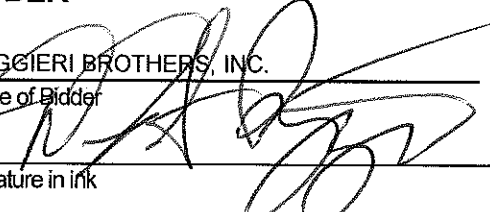
If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: 2/22/2017

BIDDER

RUGGIERI BROTHERS, INC.
Name of Bidder


Signature in ink

DAVID RUGGIERI - VICE PRESIDENT/TREASURER
Printed name and title of person signing on behalf of Bidder

5577 07/17/2018
Bidder's Contractor Registration Number

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

[Empty boxes for SSN]

Employer ID No. (EIN)

05 0256021

NAME RUGGIERI BROTHERS, INC.

ADDRESS 110 COMSTOCK PARKWAY CRANSTON, RI 02921

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE [Signature] TITLE V.P - TREASURER DATE 2/22/2017 TEL NO. 401-463-9100

BUSINESS DESIGNATION:

- Please Check One: Individual [] Medical Services Corporation [] Government/Nonprofit Corporation []
Partnership [] Corporation [X] Trust/Estate [] Legal Services Corporation []

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.



WILLIAM J. RUGGIERI
5577- 07-17-18

THE AMERICAN INSTITUTE OF ARCHITECTS



A 1A Document A 3 1 0

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RUGGIERI BROS., INC.
110 Comstock Parkway, Cranston, RI 02921

as Principal, hereinafter called the Principal, and Allegheny Casualty Company
One Newark Center, 20th Floor, Newark, New Jersey 07102-5207

a corporation duly organized under the laws of the State of Pennsylvania
as Surety, hereinafter called the Surety, are held and firmly bound unto State of Rhode Island
Department of Administration, One Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the amount of the
accompanying bid Dollars (\$ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project: Carpet Replacement -Mock Up- Weber and Thorpe Residential Life and Housing
Rhode Island College, 600 Mt. Pleasant Avenue, Providence, RI 02908, Materials used: carpeting

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd

day of February 2017

Jan Marcini
(Witness)

RUGGIERI BROS., INC. 2-23-17
(Principal) (Seal)
PRESIDENT
(Title)

Mary Beth Sweeney
(Witness)

Allegheny Casualty Company
(Surety) (Seal)
Michael E. Bromage
Michael E. Bromage, Attorney-in-Fact (Title) Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MICHAEL E. BROMAGE, JAMES J. BROMAGE

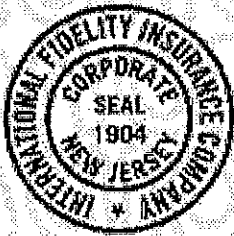
Cranston, RI.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

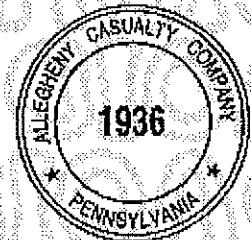
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



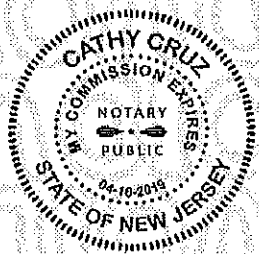
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

23rd day of February 2017

MARIA BRANCO, Assistant Secretary

INVITATION TO BID

Electronic Solicitation Bidding Information

Downloading and Accessing Additional Electronic Solicitation Files

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".



State of Rhode Island Department of Administration
Division of Purchases

REVISED
November 20, 2013

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.**

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber_DateofBid_VendorName_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11 accessible at www.purchasing.ri.gov



RHODE ISLAND COLLEGE

SOLICITATION# 44561

Carpet Install Project - Mock Up Rooms– Residential Life and Housing Thorp & Willard Halls

Rhode Island College is requesting services to complete mockup renovations to Residential Life and Housing. This includes the removal of all existing carpet and install of new Forbo Flotex areas where VCT exists Forbo Flotex is to be installed directly over tile. Please note the start and completion timeline for each location.

Contractor Requirements:

Forbo Flotex design style and specific specifications will be provided at the time in which the bid is awarded. Contractor shall price their bid based off of carpet tile install.

The contractor shall perform all necessary prep, including but not limited to: cleaning surfaces, prepping of floors, leveling where tiles are missing and removal of old rubber noses etc.

Any damage done to the walls as a result of the removal of the cove base must be repaired

Doors must close properly following install of new flooring, if adjustment must be made such as trimming the bottom of the door; the contractor is responsible to complete this work.

All work will be performed by qualified personnel of the trades involved. All work shall be neat, trim, straight, and secure and finished in all details. Any existing work that is damaged will be repaired at no additional cost to the state.

The Facilities and Operations office, located in the Physical Plant at 401-456-8262 shall be notified when work is to begin and shall be kept informed of the contractor's work schedule through the completion of the project, including daily reports to keep track of day to day progress.

Sizing, cutting and install of Forbo Flotex to be completed to manufacture's specifications by a certified installer; these specifications are provided for your review.

Any modifications to doors following the install of carpet tile will be completed by the contractor in order to ensure doors may be opened and closed properly, with no damage to the material. Contractor must advise the Facilities and Operations office immediately if there are any issues with doors.

Moving and protection of furniture will be the responsibility of the contractor; contractor must develop a plan to temporarily relocate/move furniture within the building.

Contractor shall inspect all newly installed carpet for possible nicks, gouges and/or other damage after furniture is moved back into place.

It is the responsibility of the contractor to remove all waste and to leave areas clean and clear of all excess material; attic stock to be handed over to the owner.

The owner will inspect all work prior to the final acceptance and note any deficiencies found so the contractor can rework them.

Attic stock must be labeled properly to the corresponding building and delivered to the Physical Plant Warehouse.

Measurements provided are for reference purposes only and are not guaranteed to be completely accurate; contractor must take their own measurements in order to ensure accuracy.

Site Locations: Willard Hall and Thorp Hall

Scope of Work:

Install Forbo Flotex in the Following Dormitories *Floor Plans Attached*

1. Thorp Hall

- a. 1 (One) Bedroom- Install carpet over VCT
 - No Cove Base
 - *approx. 90 sf*
- b. 1 (One) Suite - Remove Existing Carpet and Install New
 - No Cove Base
 - *approx. 1,950 sf*

2. Willard Hall

- a. 1 (One) Bedroom - Remove existing carpet and install new
 - Install Cove Base
 - Dependent on the room selected at the time pre-bid the room size is either
 - a. *approx. 56 sf **
 - b. *approx. 108 sf ***
- b. 1 (One) Suite - Install carpet over VCT
 - Install New Cove Base
 - *approx. 937 sf*

Forbo Flooring Systems
Humboldt Industrial Park
P. O. Box 667
Hazleton, PA 18202
Phone +800 842 7839
Phone +570 459 0771
Fax +570 450 0258
info.na@forbo.com
www.forboflooringNA.com



This MANU-SPEC® utilizes the Construction Specifications Institute (CSI) Manual of Practice®, including MasterFormat™, SectionFormat™, and PageFormat™. A MANU-SPEC® is a manufacturer-specific proprietary product specification using the proprietary method of specifying applicable to project specifications and master guide specifications. Optional text indicated by brackets []; delete optional text in final copy of specification.

This MANU-SPEC® specifies resilient sheet flooring, marketed under the Flotex® Calgary, Flotex® Journeys, Flotex® Metro and Flotex® Vision brand names, as manufactured by Forbo Flooring. Revise the MANU-SPEC® section number and title below to suit project requirements, specification practices, and section content. Refer to CSI MasterFormat™ for other section numbers and titles, including 096000 Flooring; 096500 Resilient Flooring.

SECTION 09 65 16
FLOTEX® RESILIENT SHEET FLOORING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Resilient Sheet Flooring
1. Flotex® [Calgary] [Journeys] [Metro] [Vision] Flooring, Adhesive Installation, Sanitized® Treatment
 2. Flotex® [Calgary] [Journeys] [Metro] [Vision] Flooring, Adhesive and Flash Cove Installation, Sanitized® Treatment
 3. Forbo Flooring Systems Resilient Base
 4. Forbo Flooring Systems Resilient Transition Accessories

Specifier Note: Revise paragraph below to suit project requirements. Add section numbers and titles per CSI MasterFormat™ and specifier's practice.

- B. Related Sections: Section(s) related to this section include:
1. Concrete: Refer to Division 3 Concrete Sections for cast-in-place concrete, concrete toppings, and cementitious underlayments.
 2. Wood Subflooring: Refer to Division 6 Carpentry Section for wood subflooring and wood underlayment.
 3. Resilient Flooring Accessories: Refer to Division 9 Finishes Sections for resilient wall bases, reducer strips, metal edge strips and other resilient flooring accessories.
 4. Expansion Joint Covers: Refer to Division 10 Specialties Section for expansion joint covers to be used with resilient flooring.

Specifier Note: Article below may be omitted when specifying manufacturer's proprietary products and recommended installation. Retain Reference Article when specifying products and installation by an industry reference standard. If retained, list standard(s) referenced in this section. Indicate issuing authority name, acronym, standard designation and title. Establish policy for indicating edition date of standard referenced. "Conditions of the Contract" or Division 1 References Section may establish the edition date of standards. This article does not require compliance with standard, but is merely a listing of references used. Article below should list only those industry standards referenced in this section.

1.02 REFERENCES

- A. Forbo Installation Guide
- B. Forbo Floor Care Guide
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM F 1861 Standard Specification for Resilient Wall Base.
 - 2. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
 - 3. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes
 - 4. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
 - 5. ASTM F 1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring.
 - 6. ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
 - 7. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
 - 8. ASTM E 492 Standard Test Method for Laboratory Measurement of Impact Sound Transmission through Floor-Ceiling Assemblies Using the Tapping Machine.
 - 9. ASTM E 492 Standard Test Method for Laboratory Measurement of Impact Sound Transmission through Floor-Ceiling Assemblies Using the Tapping Machine
 - 10. ASTM E 989 Standard Classification for Determination of Impact Insulation Class (IIC)
- D. National Fire Protection Association (NFPA):
 - 1. NFPA 253 Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
 - 2. NFPA 258 Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- E. Standards Council of Canada
 - 1. CAN/ULC S102 Standard Method of Test for Surface Burning Characteristics of Building Materials and Assemblies

Specifier Note: Article below should be restricted to statements describing design or performance requirements and functional (not dimensional) tolerances of a complete system. Limit descriptions to composite and operational properties to extent necessary to link multiple components of a system, and to interface with other systems.

1.03 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.

Specifier Note: Article below includes submittal of relevant data to be furnished by Contractor before, during, or after construction. Coordinate this article with Architect's and Contractor's duties and responsibilities in "Conditions of the Contract" and Division 1 Submittal Procedures Section.

1.04 SUBMITTALS

- A. General: Submit listed submittals in accordance with "Conditions of the Contract" and Division 1 Submittal Procedures Section.
- B. Product Data: Submit product data, including manufacturer's SPEC-DATA product sheet, for specified products.
- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finish colors, patterns and textures.
- D. Samples: Submit selection and verification samples for finishes, colors, and textures.
- E. Quality Assurance Submittals: Submit the following:
 - 1. Manufacturers Technical Data: Manufacturers document specifying performance characteristics and criteria, and physical requirements.
 - 2. Manufacturer's Instructions: Manufacturer's installation instructions.

Specifier Note: Coordinate paragraph below with Part 3 Field Quality Requirements Article herein. Retain or delete as applicable.

3. Manufacturer's Field Reports: Manufacturer's field reports specified herein.
- F. [Sustainable Submittals for LEED v2009 Projects:
1. Product data for MR Credit 4 Options 1 & 2 for products having recycled content, including documentation indicating percentages by weight of post-consumer and pre-consumer recycled content.
 - a. Include statement indicating costs for each product having recycled content.
 2. Product data for EQ Credit 4.3 for low emitting materials.
 - a. Confirm that that each product complies with the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers, including 2004 Addenda. If a product specified has not been tested as noted, provide a substitution to the Architect for review and approval of an equal product meeting noted California Department of Health standard.
 3. Product data for EQ Credit 4.1 for low emitting adhesives and sealants.
 4. Confirm that each product complies with the testing and product requirements of the South Coast Air Quality Management District Rule #1168.
 5. Product data for EQ Credit 5 for indoor chemical & pollutant source control.
 6. Product data for MR Credit 2 for construction waste management.
 7. Product data for MR Credit 5 for regional manufacturing and extraction locations.
 8. Product data for Sustainable Attributes.]
- G. [Sustainable Submittals for LEED v4 Projects:
1. Product data for MR Credit 4 Option 1 for products having regional manufacturing and extraction locations.
 2. Product data for MR Credit 4 Option 2 for products having recycled content, including documentation indicating percentages by weight of post-consumer and pre-consumer recycled content and sustainable attributes.
 - a. Include statement indicating costs for each product having recycled content.
 - b. Include product data for bio-based content and certification of SMART sustainable product certification.
 3. Product data for MR Policy 2 for construction and demolition waste management.
 4. Product data for EQ Credit 2 for low emitting adhesives and sealants, including printed statement of VOC content as required by Division 01.
 5. Confirm that each product complies with the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers, including 2004 Addenda. If a product specified has not been tested as noted, provide a substitution to the Architect for review and approval of an equal product meeting noted California Department of Health standard.]
- H. Closeout Submittals: Submit the following:
1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 2. Warranty: Warranty documents specified herein.

Specifier Note: Article below should include prerequisites, standards, limitations, and criteria which establish an overall level of quality for products and workmanship for this section. Coordinate below article with Division 1 Quality Assurance Section.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
1. Must be a Forbo Certified Installer.
 2. Proof of valid certification must be submitted to the GC and verified by Forbo Flooring Systems prior to the start of the project.
 3. The Forbo Certified Installer must manage and be on site during installation at all times.

Specifier Note: Retain paragraph below to suit project requirements; otherwise delete paragraph below.

4. Certificate: Submit certificate indicating installer qualifications for project. This project requires a [Forbo Associate Mechanic for standard installations] [Forbo Master Mechanic for complex installations].

Specifier Note: Paragraph below should list obligations for compliance with specific code requirements particular to this section. General statements to comply with a particular code are typically addressed in "Conditions of the Contract" and Division 1 Regulatory Requirements Section. Repetitive statements should be avoided.

B. Regulatory Requirements:

1. Fire Performance Characteristics: Provide resilient linoleum sheet flooring with the following fire performance characteristics as determined by testing products in accordance with the latest version of ASTM method indicated below by a certified testing laboratory or another testing and inspecting agency acceptable to authorities having jurisdiction:
 - a. Critical Radiant Flux: Class 1 Rating per NFPA 253 (ASTM E 648) (0.45 watts/cm² or greater).
 - b. Smoke Density: Less than 450 per NFPA 258 (ASTM E 662).

Specifier Note: Retain paragraph below for erected assemblies (either on-site or off-site) required for review of construction, coordination of work of several sections, testing, or observation of operation. Mock-ups, when accepted or approved, establish standards by which work will be judged. Coordinate below with Division 1 Quality Control (Mock-Up Requirements) Section.

- C. Mock-Ups: Install at project site a job mock-up using acceptable products and manufacturer approved installation methods. Obtain Owner's and Architect's acceptance of finish color, texture and pattern, and workmanship standard. Comply with Division 1 Quality Control (Mock-Up Requirements) Section.

Specifier Note: Edit paragraph below to specify mock-up requirements.

1. Mock-Up Size: [Specify mock-up size.]
2. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
3. Incorporation: Mock-up may be incorporated into final construction upon Owner's approval.

Specifier Note: Coordinate paragraph below with Division 1 Project Management and Coordination (Project Meetings) Section.

- D. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.
- E. Pre-Installation Testing: Conduct pre-installation testing as follows: [Specify testing (bond testing, pH testing, calcium chloride testing, relative humidity testing, etc.)]

Specifier Note: Article below should include special and unique requirements. Coordinate article below with Division 1 Product Requirements Section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. General: Comply with Division 1 Product Requirements Sections.
- B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.
 1. Material should be stored in areas that are fully enclosed and weathertight. The permanent HVAC should be fully operational, controlled and set at a minimum of 68° F (20° C) for at least 48 hours prior to the installation.

1.07 PROJECT CONDITIONS

- A. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations, areas to receive flooring should be clean, fully enclosed and weathertight. The permanent HVAC must be fully operational, controlled and set at a minimum of 68° F (20° C) for a minimum of seven days prior to, during, and seven days after the installation. The flooring material should be conditioned in the same manner for at least 48 hours prior to the installation. Areas to receive flooring shall be adequately lighted to allow for proper inspection of the substrate, installation and seaming of the flooring, and for final inspection.
- B. Temperature Requirements: Maintain air temperature in spaces where products will be installed for time period before, during, and after installation as recommended by manufacturer.
 - 1. Temperature Conditions: 68° F (20° C) for a minimum of seven days prior to, during, and seven days after the installation.
- C. Existing Conditions: [Specify existing conditions affecting product use and installation.]
- D. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

Specifier Note: Article below is a combination of two CSI SectionFormat article titles.

1.08 SEQUENCING AND SCHEDULING

- A. Finishing Operations: Install flooring after finishing operations, including painting and ceiling operations, have been completed.
- B. Concrete Curing: Do not install flooring over concrete substrates until substrates have cured and are dry to bond with adhesive as determined by resilient flooring manufacturer's recommended bond testing, moisture testing, and pH testing.
 - 1. [Owner assigned responsibility.]
 - 2. [Flooring Contractor assigned to report responsibility back to owner/architect.]

Specifier Note: Coordinate article below with "Conditions of the Contract" and with Division 1 Closeout Submittals (Warranty) Section. Below warranty article assumes the use of The American Institute of Architects document A201 "Conditions of the Contract for Construction." If other "Conditions" are used for the project, revise article below accordingly.

1.09 WARRANTY

- A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.

Specifier Note: Coordinate paragraph below with manufacturer's warranty requirements.

- 1. Warranty Period: Ten (10) year limited warranty commencing on Date of Substantial Completion.

Specifier Note: Coordinate article below with Division 1 Closeout Submittals (Maintenance Materials) Section.

1.10 MAINTENANCE

- A. Extra Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals (Maintenance Materials) Section.

Specifier Note: Revise paragraph below specifying size and percentage as required for project.

- 1. Quantity: Furnish quantity of flooring units equal to 5% of amount installed.
- 2. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.

PART 2 PRODUCTS

Specifier Note: Retain article below for proprietary method specification. Add product attributes performance characteristics, material standards, and descriptions as applicable. Use of such phrases as "Equal" or "Approved Equal," or similar phrases may cause ambiguity in specifications. Such phrases require verification (procedural, legal, and regulatory) and assignment of responsibility for determining "Equal" products.

2.01 FLOTEX® RESILIENT SHEET FLOORING

A. Manufacturer: Forbo Flooring, Inc.

Specifier Note: Paragraph below is an addition to CSI SectionFormat and a supplement to MANU-SPEC®. Retain or delete paragraph below per project requirements and specifier's practice.

1. Contact: Forbo Flooring, Inc.
P.O. Box 667
Hazleton, PA 18202
Telephone +800 842 7839 or +570 459 0771
Fax + 570 450 0258

Specifier Note: Paragraph below is an addition to CSI SectionFormat and a supplement to MANU-SPEC®. Retain or delete paragraph below per project requirements and specifier's practice.

2. Representative Contact: [Specify representative contact information.]
- B. Proprietary Product(s): Flotex® [Calgary] [Journeys] [Metro] [Vision] Resilient Sheet and Adhesive
1. Description: Flocked textile sheet floor covering has 100% nylon type wear layer with an intermediate fiberglass layer and a closed cell vinyl cushioned base.
 2. Width: 79" (2 Meters)
 3. Length: 98.4 Linear Feet (30 Meters)
 4. Gauge: 0.17" (4.3mm)
 5. Backing: Closed Cell Vinyl Cushioned Backing
 6. Pattern and Color: [As selected by Architect from manufacturer's standard patterns and colors.]
 7. Adhesive: Forbo FRS 885 Adhesive
 8. Sanitized® Treatment

Specifier Note: Paragraph below is an addition to CSI SectionFormat and a supplement to MANU-SPEC®. Retain or delete paragraph below per project requirements and specifier's practice.

- C. Product Criteria Forms: Refer to Product Criteria Forms as an attachment to this section.
1. Product Forms: Subject to compliance with specified requirements, provide products specified in each Technical Data Sheet.

Specifier Note: Edit article below to suit project requirements. If substitutions are permitted, edit text below. Add text to refer to Division 1 Project Requirements (Product Substitutions Procedures) Section.

2.02 PRODUCT SUBSTITUTIONS

A. Substitutions: No substitutions permitted.

Specifier Note: Add article below for alternates required for project; state work covered. Coordinate with Part 1 General Summary Article herein, applicable Division 1 Sections, and other Bid and Contract Documents.

2.03 RELATED MATERIALS

- A. Related Materials: Refer to other sections for related materials as follows:
1. Underlayment and Patching Compound: Refer to Division 3 Concrete Sections for Portland cement based underlayments and patching compounds.
 2. Resilient Flooring Accessories: Refer to Division 9 Finishes Sections for resilient flooring accessories.
 3. Expansion Joint Covers: Refer to other specification section for expansion joint covers to be used with resilient flooring.

2.04 SOURCE QUALITY

A. Source Quality: Obtain flooring product materials from a single manufacturer.

PART 3 EXECUTION

Specifier Note: Article below is an addition to the CSI SectionFormat and a supplement to MANU-SPEC®. Revise article below to suit project requirements and specifier's practice.

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions for installation.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (bond testing, pH testing, calcium chloride testing, relative humidity testing, etc.).
- B. Material Inspection: In accordance with manufacturer's installation requirements, visually inspect materials prior to installation. Material with visual defects shall not be installed and shall not be considered as a legitimate claim.

3.03 PREPARATION

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.
- B. Surface Preparation:
 - 1. General: Prepare floor substrate in accordance with manufacturer's instructions.
 - 2. Floor Substrate: Floors shall be sound, smooth, flat, permanently dry, clean, and free of all foreign materials including, but not limited to, dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt and old adhesive residue.
 - 3. Concrete Floor Substrate: Concrete floor substrate shall have a minimum compressive strength of 3,000 psi. Refer to Division 3 Concrete sections for patching and repairing crack materials and leveling compounds with Portland cement based compounds.
 - a. Reference Standard: Comply with the latest version of ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
- C. Concrete Moisture Testing: Conduct moisture tests on all concrete floors regardless of the age, grade level or the presence of existing flooring. Conduct calcium chloride tests in accordance with the latest version of ASTM F 1869. Measure the internal relative humidity of the concrete slab in accordance with the latest version of ASTM F 2170. One test of each type should be conducted for every 1,000 square feet of flooring (minimum of 3). The tests should be conducted around the perimeter of the room, at columns, and anywhere moisture may be evident. Concrete moisture vapor emissions must not exceed 8.0 lbs. per 1,000 square feet in 24 hours when using Forbo FRS 885 adhesive. Concrete internal relative humidity must not exceed 85% when using Forbo FRS 885 adhesive. A diagram of the area showing the location and results of each test should be submitted to the Architect, General Contractor or End User. If the test results exceed these limitations, the installation must not proceed until the problem has been corrected.
- D. Concrete pH Test: Perform pH tests on concrete floors regardless of the age or grade level. The surface pH of concrete slabs must not exceed a pH of 10. Concrete substrates with pH readings less than 7.0 or above 10.0 will require remediation prior to installation.
- E. Wood Subfloors: Wood floors should be double construction with a minimum total thickness of 1 inch. Wood floors must be rigid, free from movement and have at least 18" of well-ventilated air space below. Forbo floor coverings should not be installed over wooden subfloors built on sleepers over on or below grade concrete floors without first making sure that adequate precautions have been taken to ensure the structural integrity of the system, and to prevent moisture migration from the concrete slab.
 - 1. Refer to Division 6 Carpentry sections for wood subfloor construction.
 - 2. Reference Standard: Comply with the latest version of ASTM F 1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring

Specifier Note: Coordinate article below with manufacturer's recommended installation details and requirements.

3.04 INSTALLATION

- A. Material Installation: Roll out the material with top surface up. All arrows on the back must point in the of the main natural light source whenever possible, never away from the light source. Trim off any damaged edges. If not damaged, butt all factory edges while maintaining the pattern repeat. Apply adhesive and lay sheet flooring into semi-wet adhesive and roll with a 75 pound three section roller in both directions and repeat as necessary to ensure adequate transfer of adhesive to the backing.
- B. Adhesive Installation: Use trowel as recommended by flooring manufacturer for specific adhesive (1/16" x 1/16" x 1/16" square notch trowel). Spread rate is approximately 125 ft²/gallon.
- C. [Flash Cove Installation: Extend flooring up the wall in a flash-coved method to a height of [4] [6] inches ([102] [152] mm), as indicated.]
- D. Installation Techniques:
 - 1. Where demountable partitions and other items are indicated for installation on top of finished flooring, install flooring before these items are installed.
 - 2. Scribe, cut, fit flooring to butt tightly to vertical surfaces, permanent fixtures and built-in furniture, including pipes, outlets, edgings, thresholds, nosings, and cabinets.
 - 3. Extend flooring into toe spaces, door reveals, closets, and similar openings.
 - 4. Install flooring on covers for telephone and electrical ducts, and similar items occurring within finish floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
 - 5. Do not install resilient flooring over expansion joints. Use expansion joint covers manufactured for use with resilient flooring. Refer to other specification sections for expansion joint covers.
 - 6. Adhere resilient flooring to substrate without producing open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections in completed installation.
 - a. Use adhesive applied to substrate in compliance with manufacturer's recommendations, including those for mixing, trowel notch, and adhesive open and working times.
 - 7. Roll resilient flooring as required by resilient flooring manufacturer.
- E. Finish Flooring Patterns: [As selected by Architect.]

Specifier Note: Coordinate article below with Division 1 Quality Assurance and Quality Control Sections.

3.05 FIELD QUALITY REQUIREMENTS

Specifier Note: Edit paragraph below. Establish number and duration of periodic site visits with Owner and manufacturer, and specify below. Consult with manufacturer for services required. Coordinate paragraph below with Division 1 Quality Assurance Section and Part 1 Quality Assurance Submittals herein. Delete if manufacturer's field service not required.

- A. Manufacturer's Field Services: Upon Owner's request and with at least 72 hours' notice, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.
 - 1. Site Visits: [Specify number and duration of periodic site visits.]

Specifier Note: Coordinate article below with Division 1 Execution Requirements (Cleaning) Section.

3.06 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.
 - 1. Remove visible adhesive and other surface blemishes using cleaning methods recommended by floor manufacturer.
 - 2. Vacuum floor after installation per manufacturer's recommendations.
 - 3. Spot clean using the "Scrape, Scrub, and Rinse" procedures per the manufacturer's recommendations.

Specifier Note: Coordinate article below with Division 1 Execution Requirements Section.

3.07 PROTECTION

- A. Protection: Protect installed product and finish surfaces from damage during construction. Remove and legally dispose of protective covering at time of Substantial Completion.

Specifier Note: Add or delete article below to suit project requirements.

3.08 INITIAL MAINTENANCE PROCEDURES

- A. General: Include in Contract Sum Amount cost for initial maintenance procedures, and execute procedures after flooring installation as recommended by flooring manufacturer.
- B. Initial maintenance to be conducted by awarded Flooring Contractor using a Certified Forbo Floor Care Technician.

Specifier Note: Retain article below to suit project requirements. CSI PageFormat allows for Schedules, Forms, and Tables to be located at the end of a section. Article may be used to describe specific criteria requirements of similar products or equipment.

3.09 SCHEDULES AND (PRODUCT CRITERIA) FORMS

Specifier Note: Retain paragraph below to suit project requirements. Reference a schedule or include a schedule as an attachment which indicates where to locate products and equipment.

- A. Schedules: [Specify reference to applicable schedules.]

Specifier Note: Retain paragraph below to suit project requirements. Include forms as an attachment which indicates product criteria.

- B. Product Criteria Forms Attachments: Refer to Product Criteria Form(s) [No.] of [No.], dated [specify date], attached herewith.

END OF SECTION

Manufacturer's Obligatory Disclaimer Statement (For Electronic Media; Not Print Media)

Forbo Flooring Systems
Humboldt Industrial Park
P. O. Box 667
Hazleton, PA 18202
Phone +800 842 7839
Phone +570 459 0771
Fax +570 450 0258
info.na@forbo.com
www.forboflooringNA.com



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This MANU-SPEC® specifies resilient sheet flooring, marketed under the Flotex® Calgary, Flotex® Cirrus, Flotex® Complexity, Flotex® Integrity 2, Flotex® Metro, Flotex® Penang, Flotex® Pinstripe, Flotex® Stratus brand names, as manufactured by Forbo Flooring Systems. Revise the MANU-SPEC® section number and title below to suit project requirements, specification practices, and section content. Refer to CSI MasterFormat™ for other section numbers and titles, including 096000 Flooring; 096500 Resilient Flooring.

SECTION 09 65 19
FLOTEX® RESILIENT TILE FLOORING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Resilient Tile Flooring
 - 1. Flotex® [Calgary] [Cirrus] [Complexity] [Integrity 2] [Metro] [Penang] [Pinstripe] [Stratus] Flooring, Adhesive Installation, Sanitized® Treatment
 - 2. Forbo Flooring Systems Resilient Base
 - 3. Forbo Flooring Systems Resilient Transition Accessories

Specifier Note: Revise paragraph below to suit project requirements. Add section numbers and titles per CSI MasterFormat™ and specifier's practice.

- B. Related Sections: Section(s) related to this section include:
 - 1. Concrete: Refer to Division 3 Concrete Sections for cast-in-place concrete, concrete toppings, and cementitious underlayments.
 - 2. Wood Subflooring: Refer to Division 6 Carpentry Section for wood subflooring and wood underlayment.
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- C. American Society for Testing and Materials (ASTM):
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 - 6. ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
 - 7. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
 - 8. ASTM E 492 Standard Test Method for Laboratory Measurement of Impact Sound Transmission through Floor-Ceiling Assemblies Using the Tapping Machine.
 - 9. ASTM E 492 Standard Test Method for Laboratory Measurement of Impact Sound Transmission through Floor-Ceiling Assemblies Using the Tapping Machine
 - 10. ASTM E 989 Standard Classification for Determination of Impact Insulation Class (IIC)
- D. National Fire Protection Association (NFPA):
 - 1. NFPA 253 Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
 - 2. NFPA 258 Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- A. Standards Council of Canada
 - 1. CAN/ULC S102 Standard Method of Test for Surface Burning Characteristics of Building Materials and Assemblies

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1.03 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.

Specifier Note: Article below includes submittal of relevant data to be furnished by Contractor before, during, or after construction. Coordinate this article with Architect's and Contractor's duties and responsibilities in "Conditions of the Contract" and Division 1 Submittal Procedures Section.

1.04 SUBMITTALS

- A. General: Submit listed submittals in accordance with "Conditions of the Contract" and Division 1 Submittal Procedures Section.
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- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finish colors, patterns and textures.
- D. Samples: Submit selection and verification samples for finishes, colors, and textures.
- E. Quality Assurance Submittals: Submit the following:
 - 1. Manufacturers Technical Data: Manufacturers document specifying performance characteristics and criteria, and physical requirements.
 - 2. Manufacturer's Instructions: Manufacturer's installation instructions.

Specifier Note: Coordinate paragraph below with Part 3 Field Quality Requirements Article herein. Retain or delete as applicable.

3. Manufacturer's Field Reports: Manufacturer's field reports specified herein.
- F. [Sustainable Submittals for LEED v2009 Projects:
1. Product data for MR Credit 4 Options 1 & 2 for products having recycled content, including documentation indicating percentages by weight of post-consumer and pre-consumer recycled content.
 - a. Include statement indicating costs for each product having recycled content.
 2. Product data for EQ Credit 4.3 for low emitting materials.
 - a. Confirm that that each product complies with the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers, including 2004 Addenda. If a product specified has not been tested as noted, provide a substitution to the Architect for review and approval of an equal product meeting noted California Department of Health standard.
 3. Product data for EQ Credit 4.1 for low emitting adhesives and sealants.
 4. Confirm that each product complies with the testing and product requirements of the South Coast Air Quality Management District Rule #1168.
 5. Product data for EQ Credit 5 for indoor chemical & pollutant source control.
 6. Product data for MR Credit 2 for construction waste management.
 7. Product data for MR Credit 5 for regional manufacturing and extraction locations.
 8. Product data for Sustainable Attributes.]
- G. [Sustainable Submittals for LEED v4 Projects:
1. Product data for MR Credit 4 Option 1 for products having regional manufacturing and extraction locations.
 2. Product data for MR Credit 4 Option 2 for products having recycled content, including documentation indicating percentages by weight of post-consumer and pre-consumer recycled content and sustainable attributes.
 - a. Include statement indicating costs for each product having recycled content.
 - b. Include product data for bio-based content and certification of SMART sustainable product certification.
 3. Product data for MR Policy 2 for construction and demolition waste management.
 4. Product data for EQ Credit 2 for low emitting adhesives and sealants, including printed statement of VOC content as required by Division 01.
 5. Confirm that each product complies with the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers, including 2004 Addenda. If a product specified has not been tested as noted, provide a substitution to the Architect for review and approval of an equal product meeting noted California Department of Health standard.]
- H. Closeout Submittals: Submit the following:
1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 2. Warranty: Warranty documents specified herein.

Specifier Note: Article below should include prerequisites, standards, limitations, and criteria which establish an overall level of quality for products and workmanship for this section. Coordinate below article with Division 1 Quality Assurance Section.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
1. Must be a Forbo Certified Installer.
 2. Proof of valid certification must be submitted to the GC and verified by Forbo Flooring Systems prior to the start of the project.
 3. The Forbo Certified Installer must manage and be on site during installation at all times.

Specifier Note: Retain paragraph below to suit project requirements; otherwise delete paragraph below.

4. Certificate: Submit certificate indicating installer qualifications for project. This project requires a [Forbo Associate Mechanic for standard installations] [Forbo Master Mechanic for complex installations].

Specifier Note: Paragraph below should list obligations for compliance with specific code requirements particular to this section. General statements to comply with a particular code are typically addressed in "Conditions of the Contract" and Division 1 Regulatory Requirements Section. Repetitive statements should be avoided.

B. Regulatory Requirements:

1. Fire Performance Characteristics: Provide resilient linoleum sheet flooring with the following fire performance characteristics as determined by testing products in accordance with the latest version of ASTM method indicated below by a certified testing laboratory or another testing and inspecting agency acceptable to authorities having jurisdiction:
 - a. Critical Radiant Flux: Class 1 Rating per NFPA 253 (ASTM E 648) (0.45 watts/cm² or greater).
 - b. Smoke Density: Less than 450 per NFPA 258 (ASTM E 662).

Specifier Note: Retain paragraph below for erected assemblies (either on-site or off-site) required for review of construction, coordination of work of several sections, testing, or observation of operation. Mock-ups, when accepted or approved, establish standards by which work will be judged. Coordinate below with Division 1 Quality Control (Mock-Up Requirements) Section.

- C. Mock-Ups: Install at project site a job mock-up using acceptable products and manufacturer approved installation methods. Obtain Owner's and Architect's acceptance of finish color, texture and pattern, and workmanship standard. Comply with Division 1 Quality Control (Mock-Up Requirements) Section.

Specifier Note: Edit paragraph below to specify mock-up requirements.

1. Mock-Up Size: [Specify mock-up size.]
2. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
3. Incorporation: Mock-up may be incorporated into final construction upon Owner's approval.

Specifier Note: Coordinate paragraph below with Division 1 Project Management and Coordination (Project Meetings) Section.

- D. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.
- E. Pre-Installation Testing: Conduct pre-installation testing as follows: [Specify testing (bond testing, pH testing, calcium chloride testing, relative humidity testing, etc.)]

Specifier Note: Article below should include special and unique requirements. Coordinate article below with Division 1 Product Requirements Section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. General: Comply with Division 1 Product Requirements Sections.
- B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.
 1. Material should be stored in areas that are fully enclosed and weathertight. The permanent HVAC should be fully operational, controlled and set at a minimum of 68° F (20° C) for at least 48 hours prior to the installation.

1.07 PROJECT CONDITIONS

- A. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations, areas to receive flooring should be clean, fully enclosed and weathertight. The permanent HVAC must be fully operational, controlled and set at a minimum of 68° F (20° C) for a minimum of seven days prior to, during, and seven days after the installation. The flooring material should be conditioned in the same manner for at least 48 hours prior to the installation. Areas to receive flooring shall be adequately lighted to allow for proper inspection of the substrate, installation and seaming of the flooring, and for final inspection.
- B. Temperature Requirements: Maintain air temperature in spaces where products will be installed for time period before, during, and after installation as recommended by manufacturer.
 - 1. Temperature Conditions: 68° F (20° C) for a minimum of seven days prior to, during, and seven days after the installation.
- C. Existing Conditions: [Specify existing conditions affecting product use and installation.]
- D. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

Specifier Note: Article below is a combination of two CSI SectionFormat article titles.

1.08 SEQUENCING AND SCHEDULING

- A. Finishing Operations: Install tile flooring after finishing operations, including painting and ceiling operations, have been completed.
- B. Concrete Curing: Do not install tile flooring over concrete substrates until substrates have cured and are dry to bond with adhesive as determined by resilient flooring manufacturer's recommended bond testing, moisture testing, and pH testing.
 - 1. [Owner assigned responsibility.]
 - 2. [Flooring Contractor assigned to report responsibility back to owner/architect.]

Specifier Note: Coordinate article below with "Conditions of the Contract" and with Division 1 Closeout Submittals (Warranty) Section. Below warranty article assumes the use of The American Institute of Architects document A201 "Conditions of the Contract for Construction." If other "Conditions" are used for the project, revise article below accordingly.

1.09 WARRANTY

- A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.

Specifier Note: Coordinate paragraph below with manufacturer's warranty requirements.

- 1. Warranty Period: Ten (10) year limited warranty commencing on Date of Substantial Completion.

Specifier Note: Coordinate article below with Division 1 Closeout Submittals (Maintenance Materials) Section.

1.10 MAINTENANCE

- A. Extra Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals (Maintenance Materials) Section.

Specifier Note: Revise paragraph below specifying size and percentage as required for project.

- 1. Quantity: Furnish quantity of flooring units equal to 5% of amount installed.
- 2. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.

PART 2 PRODUCTS

Specifier Note: Retain article below for proprietary method specification. Add product attributes performance characteristics, material standards, and descriptions as applicable. Use of such phrases as "Equal" or "Approved Equal," or similar phrases may cause ambiguity in specifications. Such phrases require verification (procedural, legal, and regulatory) and assignment of responsibility for determining "Equal" products.

2.01 FLOTEX® RESILIENT TILE FLOORING [PRODUCT TYPE]

- A. Manufacturer: Forbo Flooring, Inc.

Specifier Note: Paragraph below is an addition to CSI SectionFormat and a supplement to MANU-SPEC®. Retain or delete paragraph below per project requirements and specifier's practice.

1. Contact: Forbo Flooring, Inc.
P.O. Box 667
Hazleton, PA 18202
Telephone +800 842 7839 or +570 459 0771
Fax + 570 450 0258

Specifier Note: Paragraph below is an addition to CSI SectionFormat and a supplement to MANU-SPEC®. Retain or delete paragraph below per project requirements and specifier's practice.

2. Representative Contact: [Specify representative contact information.]
- B. Proprietary Product(s): Flotex® [Calgary] [Cirrus] [Complexity] [Integrity 2] [Metro] [Penang] [Pinstripe] [Stratus] Resilient Tile and Adhesive
1. Description: Flocked textile sheet floor covering has 100% nylon type wear layer with an intermediate fiberglass layer and a recycled vinyl cushioned base.
 2. Size: Approx. 20" x 20" (50cm x 50cm)
 3. Carton Size: 12 tiles (32.3 feet², 3 meters²)
 4. Gauge: 0.21" (5.3mm)
 5. Backing: Recycled Vinyl Cushioned Backing
 6. Pattern and Color: [As selected by Architect from manufacturer's standard patterns and colors.]
 7. Adhesive: Forbo FRT 950 Adhesive
 8. Sanitized® Treatment

Specifier Note: Paragraph below is an addition to CSI SectionFormat and a supplement to MANU-SPEC®. Retain or delete paragraph below per project requirements and specifier's practice.

- C. Product Criteria Forms: Refer to Product Criteria Forms as an attachment to this section.
1. Product Forms: Subject to compliance with specified requirements, provide products specified in each Technical Data Sheet.

Specifier Note: Edit article below to suit project requirements. If substitutions are permitted, edit text below. Add text to refer to Division 1 Project Requirements (Product Substitutions Procedures) Section.

2.02 PRODUCT SUBSTITUTIONS

- A. Substitutions: No substitutions permitted.

Specifier Note: Add article below for alternates required for project; state work covered. Coordinate with Part 1 General Summary Article herein, applicable Division 1 Sections, and other Bid and Contract Documents.

2.03 RELATED MATERIALS

- A. Related Materials: Refer to other sections for related materials as follows:
1. Underlayment and Patching Compound: Refer to Division 3 Concrete Sections for Portland cement based underlayments and patching compounds.
 2. Resilient Flooring Accessories: Refer to Division 9 Finishes Sections for resilient flooring accessories.
 3. Expansion Joint Covers: Refer to other specification section for expansion joint covers to be used with resilient flooring.

2.04 SOURCE QUALITY

- A. Source Quality: Obtain flooring product materials from a single manufacturer.

PART 3 EXECUTION

Specifier Note: Article below is an addition to the CSI SectionFormat and a supplement to MANU-SPEC®. Revise article below to suit project requirements and specifier's practice.

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions for installation.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (bond testing, pH testing, calcium chloride testing, relative humidity testing, etc.).
- B. Material Inspection: In accordance with manufacturer's installation requirements, visually inspect materials prior to installation. Material with visual defects shall not be installed and shall not be considered as a legitimate claim.

3.03 PREPARATION

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.
- B. Surface Preparation:
 - 1. General: Prepare floor substrate in accordance with manufacturer's instructions.
 - 2. Floor Substrate: Floors shall be sound, smooth, flat, permanently dry, clean, and free of all foreign materials including, but not limited to, dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt and old adhesive residue.
 - 3. Concrete Floor Substrate: Concrete floor substrate shall have a minimum compressive strength of 3,000 psi. Refer to Division 3 Concrete sections for patching and repairing crack materials and leveling compounds with Portland cement based compounds.
 - a. Reference Standard: Comply with the latest version of ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
- C. Concrete Moisture Testing: Conduct moisture tests on all concrete floors regardless of the age, grade level or the presence of existing flooring. Conduct calcium chloride tests in accordance with the latest version of ASTM F 1869. Measure the internal relative humidity of the concrete slab in accordance with the latest version of ASTM F 2170. One test of each type should be conducted for every 1,000 square feet of flooring (minimum of 3). The tests should be conducted around the perimeter of the room, at columns, and anywhere moisture may be evident. Concrete moisture vapor emissions must not exceed 5.0 lbs. per 1,000 square feet in 24 hours when using Forbo FRT 950 adhesive. Concrete internal relative humidity must not exceed 75% when using Forbo FRT 950 adhesive. A diagram of the area showing the location and results of each test should be submitted to the Architect, General Contractor or End User. If the test results exceed these limitations, the installation must not proceed until the problem has been corrected.
- D. Concrete pH Test: Perform pH tests on concrete floors regardless of the age or grade level. The surface pH of concrete slabs must not exceed a pH of 10. Concrete substrates with pH readings less than 7.0 or above 10.0 will require remediation prior to installation.
- E. Wood Subfloors: Wood floors should be double construction with a minimum total thickness of 1 inch. Wood floors must be rigid, free from movement and have at least 18" of well-ventilated air space below. Forbo floor coverings should not be installed over wooden subfloors built on sleepers over on or below grade concrete floors without first making sure that adequate precautions have been taken to ensure the structural integrity of the system, and to prevent moisture migration from the concrete slab.
 - 1. Refer to Division 6 Carpentry sections for wood subfloor construction.
 - 2. Reference Standard: Comply with the latest version of ASTM F 1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring

Specifier Note: Coordinate article below with manufacturer's recommended installation details and requirements.

3.04 INSTALLATION

- A. **Material Installation:** Establish a line along the center of the longest dimension of the area to be installed. Determine the center of the starting line and adjust the starting point as necessary to create the largest possible perimeter tile. Once the starting point has been determined, establish a second line that is perpendicular to the first line and intersects at the starting point. After establishing the starting lines, apply adhesive with nap roller. Allow the adhesive to turn clear and dry to the touch before installing. After turning clear, the flooring MUST be placed into the adhesive within four hours. Beginning at the starting point and carefully following the starting lines, install in a pyramid fashion in one quadrant of the area at a time. Install with the arrows at right angles to one another (quarter turned). *Note: Certain patterns may be installed with arrows all in the same direction.* Roll the completed installation with a 75 pound three-section roller in both directions and repeat as necessary to ensure adequate transfer of adhesive to the backing.
- B. **Adhesive Installation:** Use nap roller as recommended by flooring manufacturer for specific adhesive (3/8" nap roller). Spread rate is approximately 300ft²/gallon.
- C. **Installation Techniques:**
1. Where demountable partitions and other items are indicated for installation on top of finished flooring, install flooring before these items are installed.
 2. Scribe, cut, fit flooring to butt tightly to vertical surfaces, permanent fixtures and built-in furniture, including pipes, outlets, edgings, thresholds, nosings, and cabinets.
 3. Extend flooring into toe spaces, door reveals, closets, and similar openings.
 4. Install flooring on covers for telephone and electrical ducts, and similar items occurring within finish floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
 5. Do not install resilient flooring over expansion joints. Use expansion joint covers manufactured for use with resilient flooring. Refer to other specification sections for expansion joint covers.
 6. Adhere resilient flooring to substrate without producing open cracks, voids, raising and puckering at joints or other surface imperfections in completed installation.
 - a. Use adhesive applied to substrate in compliance with manufacturer's recommendations, including those for mixing, trowel notch, and adhesive open and working times.
 7. Roll resilient flooring as required by resilient flooring manufacturer.
- D. **Finish Flooring Patterns:** [As selected by Architect.]

Specifier Note: Coordinate article below with Division 1 Quality Assurance and Quality Control Sections.

3.05 FIELD QUALITY REQUIREMENTS

Specifier Note: Edit paragraph below. Establish number and duration of periodic site visits with Owner and manufacturer, and specify below. Consult with manufacturer for services required. Coordinate paragraph below with Division 1 Quality Assurance Section and Part 1 Quality Assurance Submittals herein. Delete if manufacturer's field service not required.

- A. **Manufacturer's Field Services:** Upon Owner's request and with at least 72 hours' notice, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.
1. **Site Visits:** [Specify number and duration of periodic site visits.]

Specifier Note: Coordinate article below with Division 1 Execution Requirements (Cleaning) Section.

3.06 CLEANING

- A. **Cleaning:** Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.
1. Remove visible adhesive and other surface blemishes using cleaning methods recommended by floor manufacturer.
 2. Vacuum floor after installation per manufacturer's recommendations.
 3. Spot clean using the "Scrape, Scrub, and Rinse" procedures per the manufacture's recommendations.

Specifier Note: Coordinate article below with Division 1 Execution Requirements Section.

3.07 PROTECTION

- A. Protection: Protect installed product and finish surfaces from damage during construction. Remove and legally dispose of protective covering at time of Substantial Completion.

Specifier Note: Add or delete article below to suit project requirements.

3.08 INITIAL MAINTENANCE PROCEDURES

- A. General: Include in Contract Sum Amount cost for initial maintenance procedures, and execute procedures after flooring installation as recommended by flooring manufacturer.
- B. Initial maintenance to be conducted by flooring contractor.

Specifier Note: Retain article below to suit project requirements. CSI PageFormat allows for Schedules, Forms, and Tables to be located at the end of a section. Article may be used to describe specific criteria requirements of similar products or equipment.

3.09 SCHEDULES AND (PRODUCT CRITERIA) FORMS

Specifier Note: Retain paragraph below to suit project requirements. Reference a schedule or include a schedule as an attachment which indicates where to locate products and equipment.

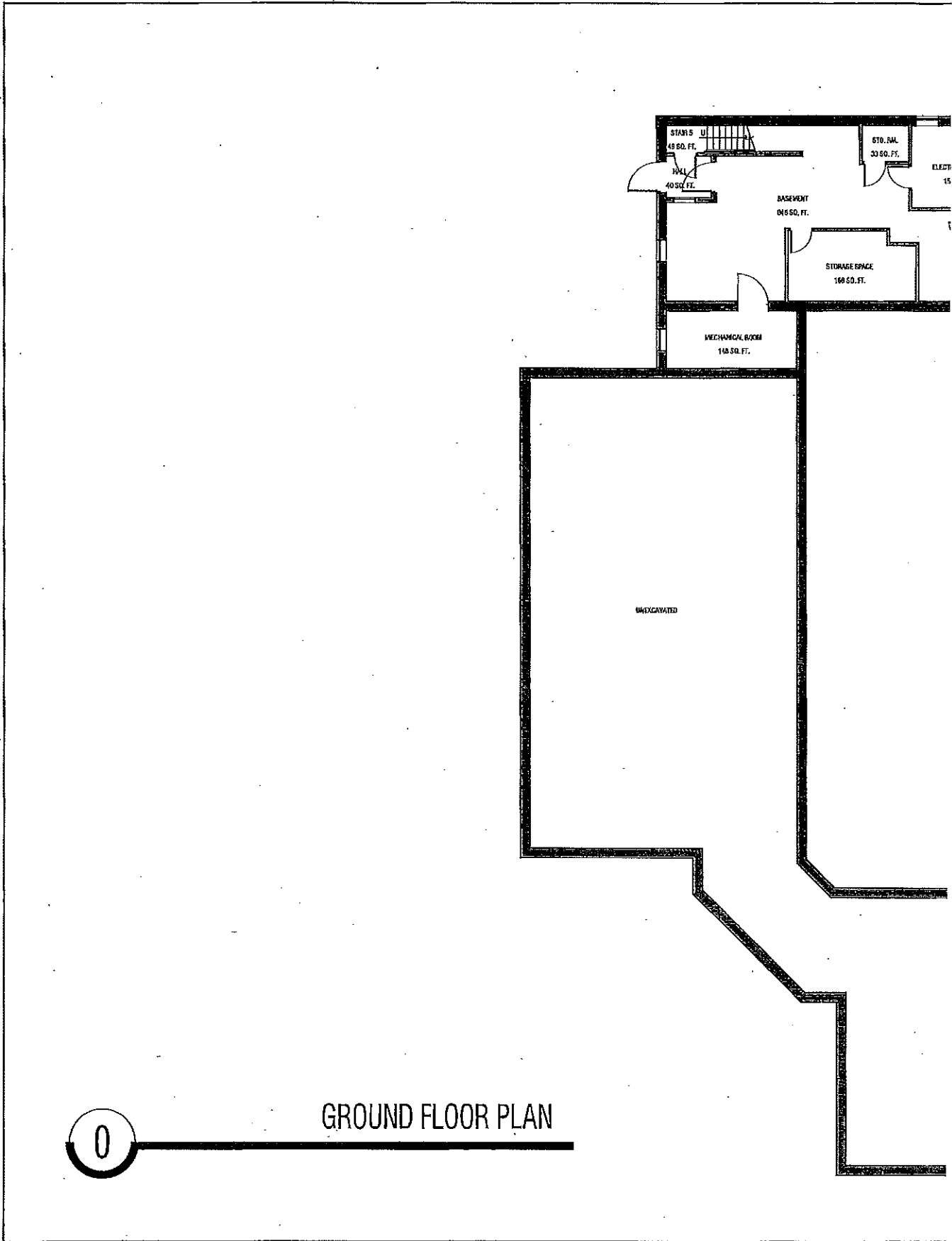
- A. Schedules: [Specify reference to applicable schedules.]

Specifier Note: Retain paragraph below to suit project requirements. Include forms as an attachment which indicates product criteria.

- B. Product Criteria Forms Attachments: Refer to Product Criteria Form(s) [No.] of [No.], dated [specify date], attached herewith.

END OF SECTION

Manufacturer's Obligatory Disclaimer Statement (For Electronic Media; Not Print Media)



0

GROUND FLOOR PLAN



RHODE ISLAND COLLEGE

600 Mount Pleasant Avenue | Providence, Rhode Island | 02908

URBAN
530 Wood Street | Bri

37.1

SHEET #:

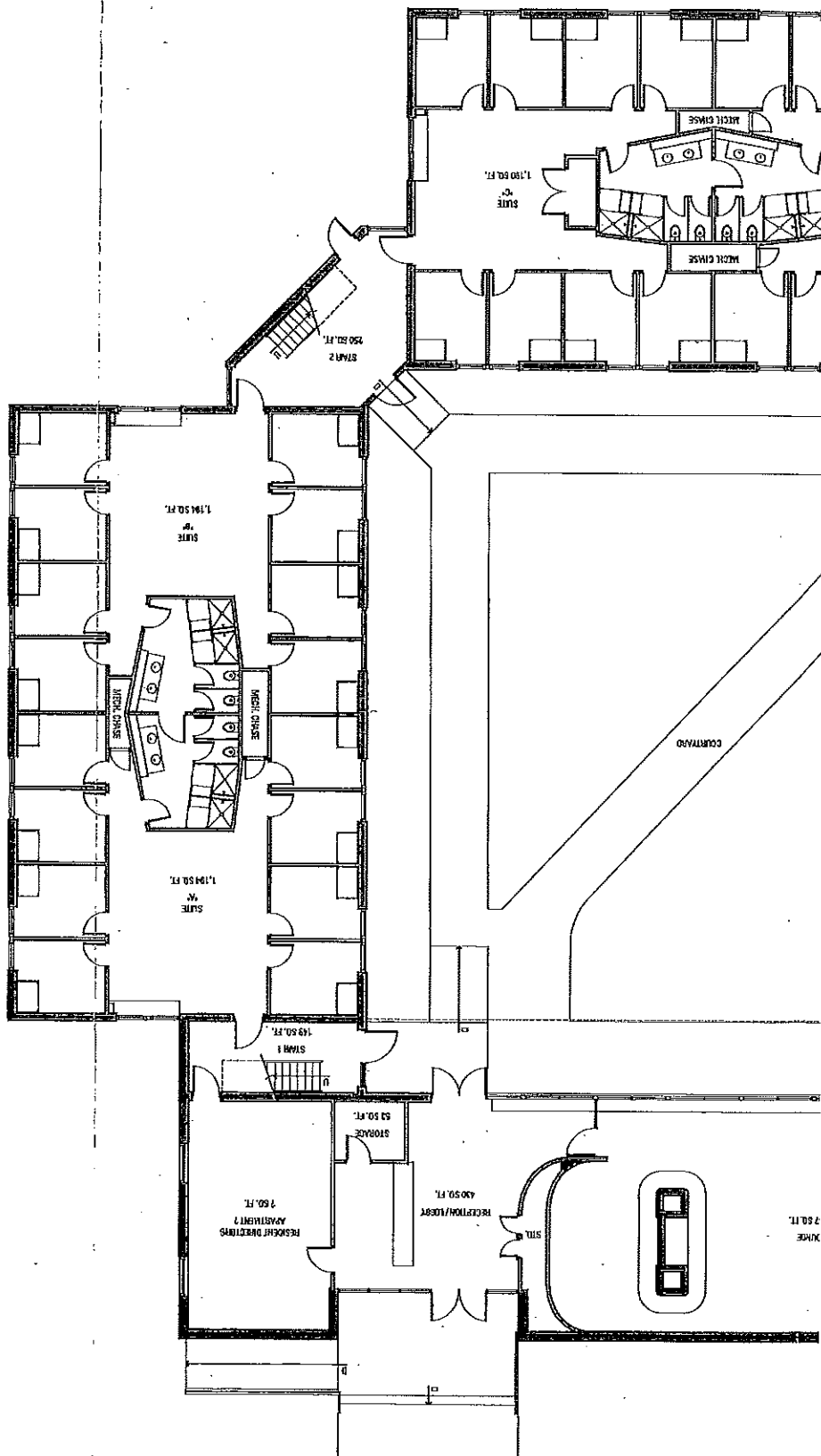
DATE: 12-01-2011

BUILDING # 37
MARY TUCKER THORP RESIDENCE HALL

DESIGN GROUP
PREPARED BY: Code Island | 02809 | 401-254-2032



SCALE: N.T.S.
1" = 16'



7.50 FT.

7.50 FT.

SHEET #:
37.2

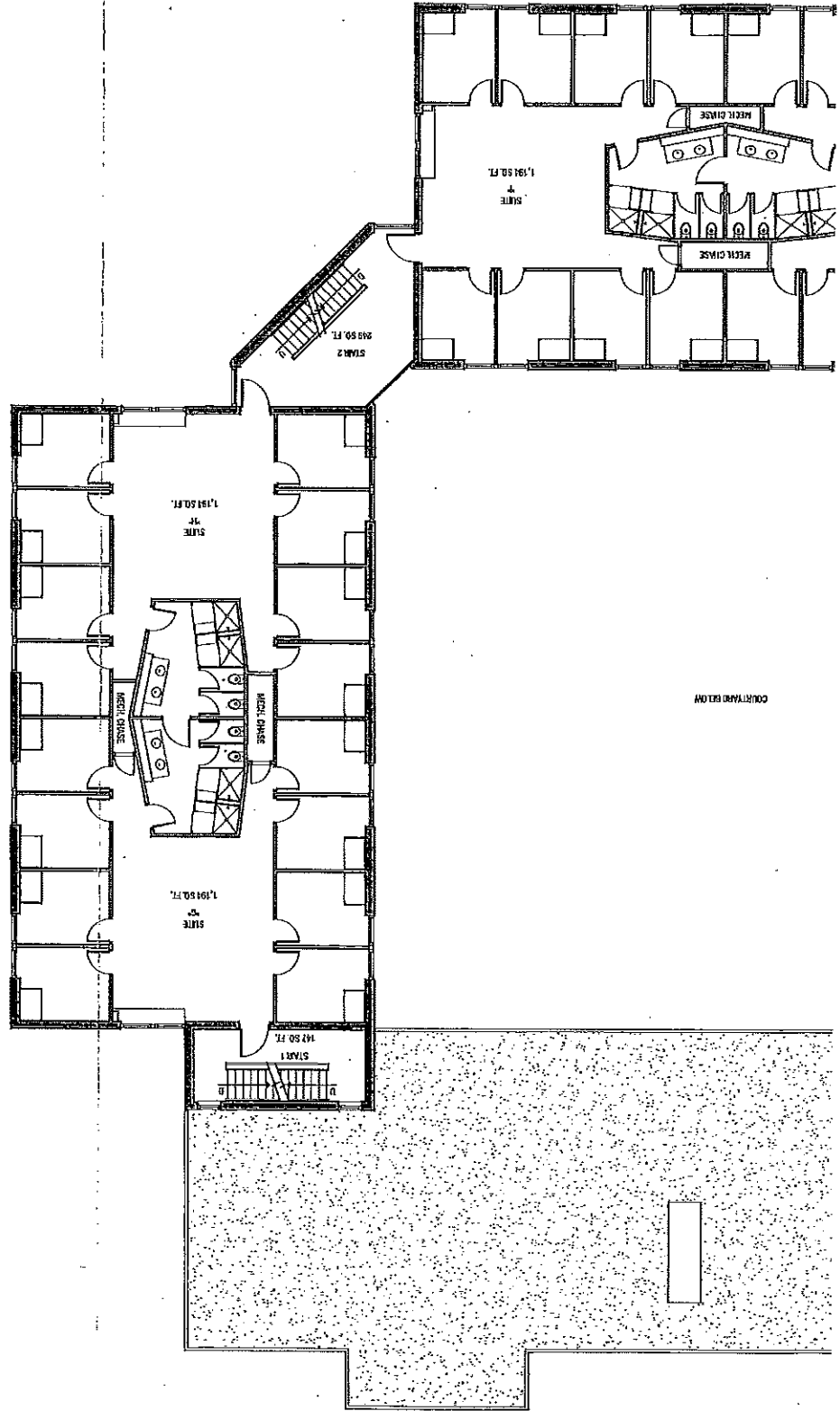
DATE:
12-01-2011

BUILDING # 37
MARY TUCKER THORP RESIDENCE HALL

DESIGN GROUP
PARED BY:
ode Island | 02809 | 401-254-2032



0 4 8 16
SCALE: N.T.S.



37.3

SHEET #:

12-01-2011

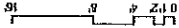
DATE:

MARY TUCKER THORP RESIDENCE HALL
BUILDING # 37

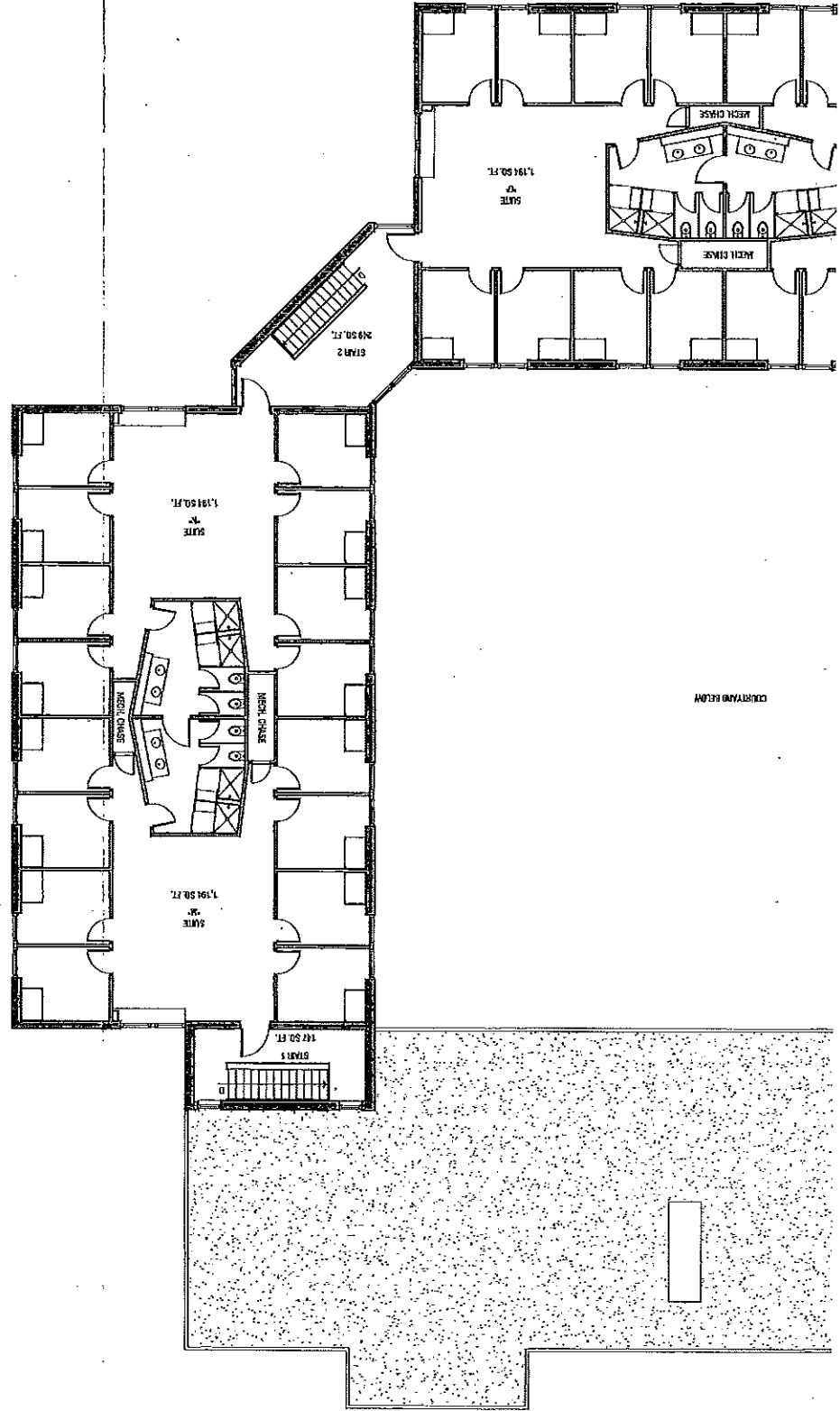
02809 | 401-254-2032

DESIGN GROUP

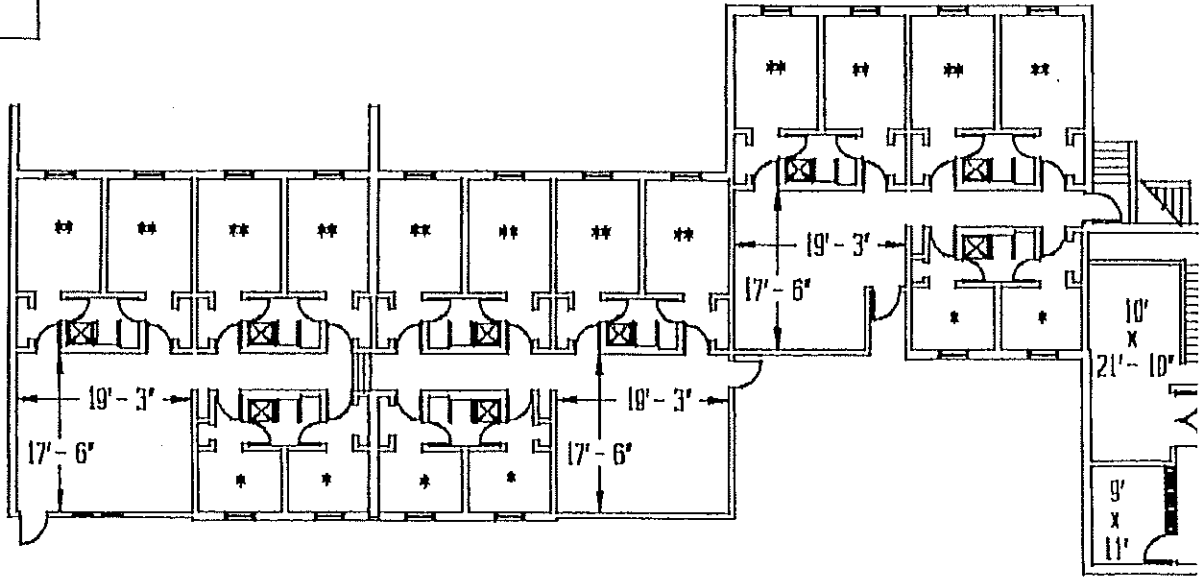
PREPARED BY:



SCALE: N.T.S.

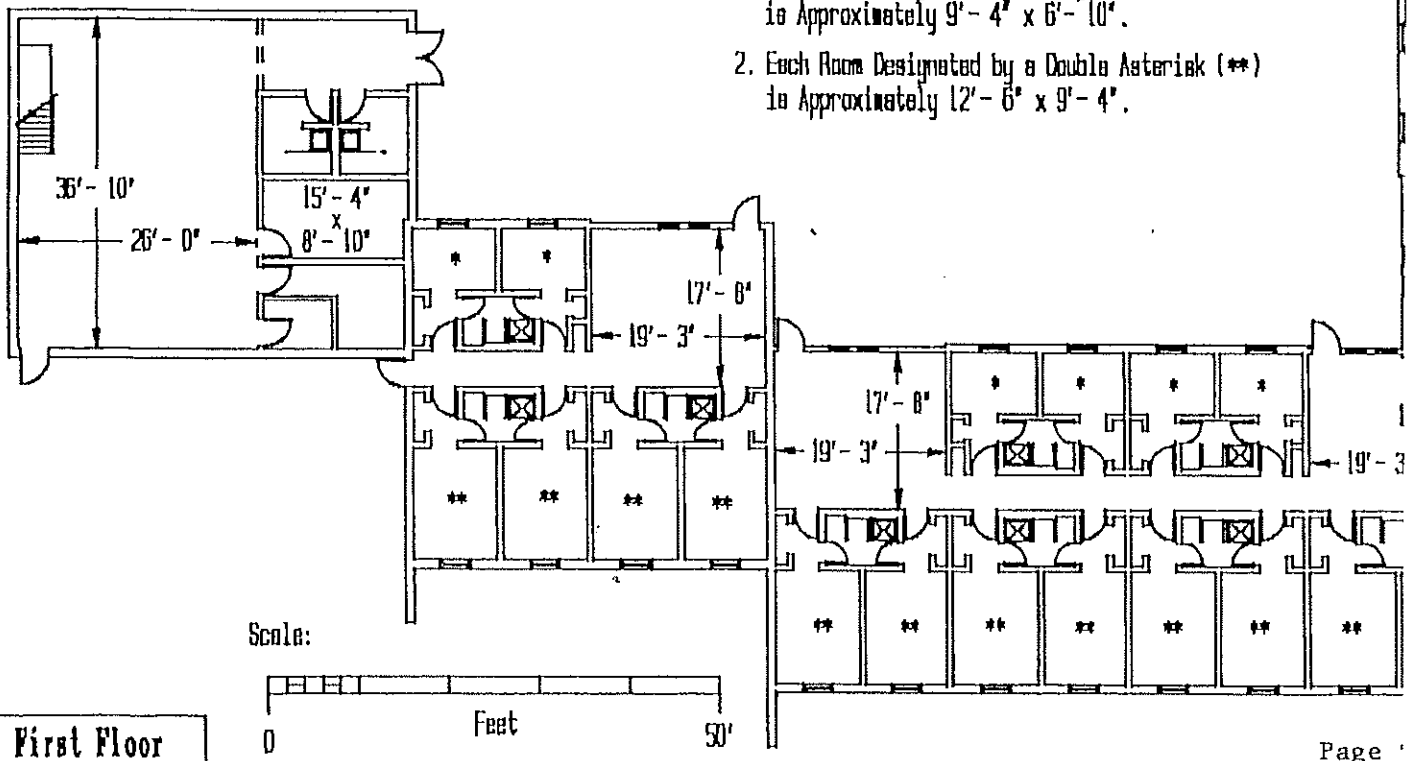


COURTYARD BELOW

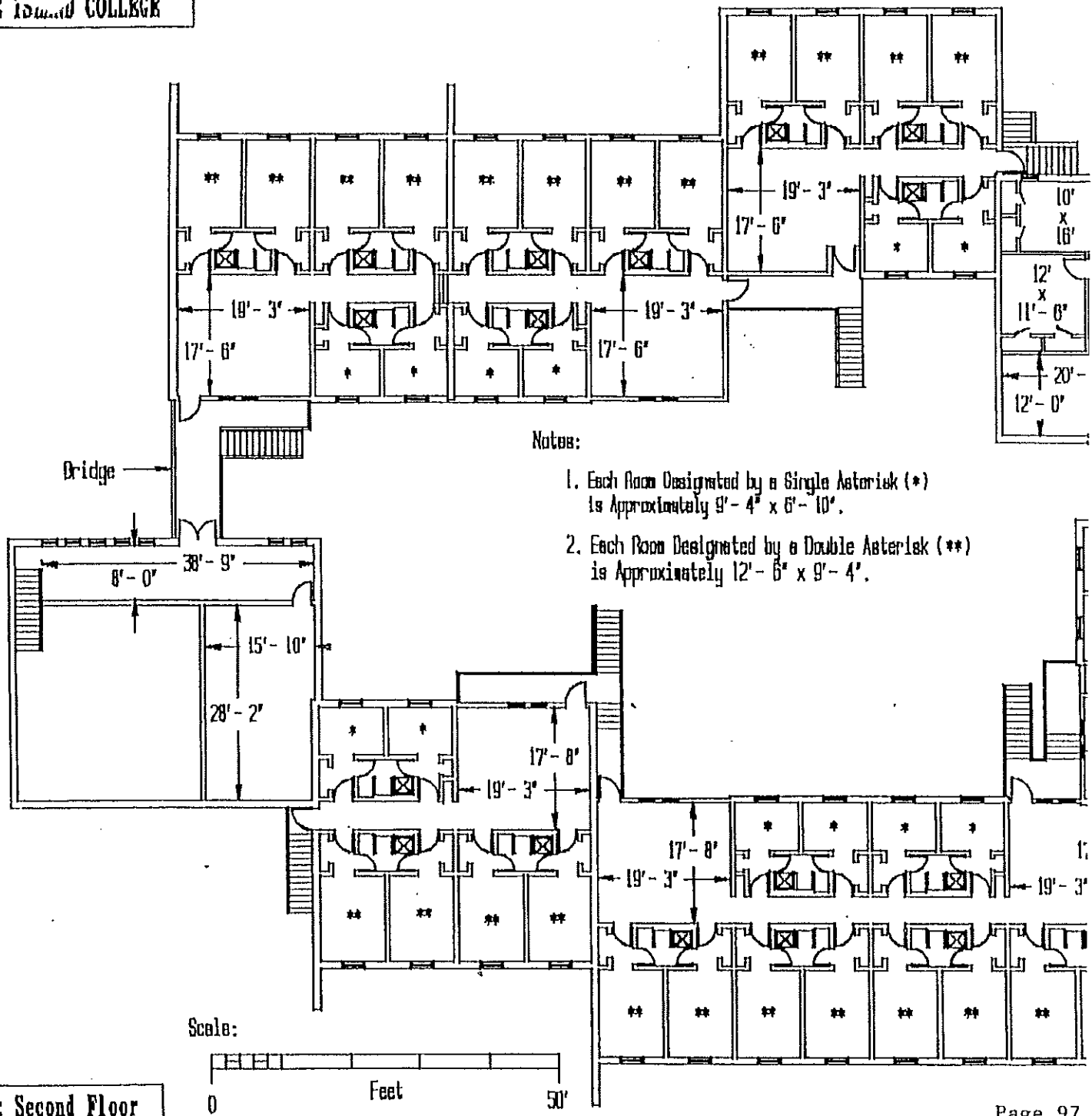


Notes:

1. Each Room Designated by a Single Asterisk (*) is Approximately 9'-4" x 6'-10".
2. Each Room Designated by a Double Asterisk (**) is Approximately 12'-6" x 9'-4".



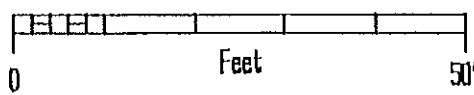
PLAN: First Floor



Notes:

1. Each Room Designated by a Single Asterisk (*) is Approximately 9'-4" x 6'-10".
2. Each Room Designated by a Double Asterisk (**) is Approximately 12'-6" x 9'-4".

Scale:



PLAN: Second Floor



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**DIVISION OF PURCHASES
INSTRUCTIONS TO BIDDERS
PUBLIC WORKS SERVICES (PWS)**

Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

Offer to Contract

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

Addenda

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at www.purchasing.ri.gov, and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation; inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

Prebid Conference

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

Costs

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

Preparation of Bid Proposal

Bid proposals must be made on the Request for Quote included in the solicitation. The bidder must complete the Unit Price and Total columns for each item listed and include specifications (including specifications where the solicitation requires a particular brand) in a legible manner, printed electronically, typed, or handwritten in ink. Items in catalogs must be clearly marked and pages tabbed. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

Submission of Bid Proposal

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island College
Purchasing Department, East Campus
600 Mt. Pleasant Avenue, Building #5
Providence, RI 02908

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. ~~The submission time will be determined by the time clock in the Division of Purchases.~~ Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

Bid Price

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Division of Purchases in the order of priority listed in the Bid Form.

Bidder Certification Cover Form

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk. The disk must include **all of the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber_Bid Proposal Submission Deadline_BidderName_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a **read-only** CD-R media disk as the "public copy."*

Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

Taxes

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

Bid Surety

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. *(Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.)* An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

Domestic Steel

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

Withdrawal

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

Reservation of Rights

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

Award

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Request for Quote. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. A binding contract, to the extent of available funds, between the State of Rhode Island and the successful bidder will be formed by the issuance, *and only by the issuance*, of a Purchase Order from the Division of Purchases. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

Prevailing Wages

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Occupational Safety

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

Hazardous Substances

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

Substitutions

Any proposal in response to a request for substitutions in the solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

Licenses

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

Insurance

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
Automobile Liability	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
Workers Compensation	
Coverage B	\$100,000
Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater

The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.

Minority Business Enterprises

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at www.mbe.ri.gov or (401) 574-8670.

Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office) within the 21-day period following the tentative letter of award. Information about this requirement is available at www.diversity.ri.gov/eo/eoopagehome.htm or (401) 222-3090.

Drug-Free Workplace

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

Sprinkler Impairment

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at www.purchasing.ri.gov.

Foreign Corporations

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

Campaign Finance

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at www.elections.ri.gov or Board of Elections, Campaign Finance, (401) 222-2056.

Binding Contract

A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Cover Form, the Agreement (if applicable to this solicitation), and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

Compliance with Terms of Contract

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Chafee

Governor

Charles J. Fogarty

Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS

(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm, [poster/htm](http://www.dlt.ri.gov/poster/htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

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Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
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Telephone: (401) 462-8000
TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

- subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
 7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
 8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding-month.
 9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
 10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
 11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
 12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]
Title: Vice President -Treasurer

Subscribed and sworn before me this 22nd day of February, 2017

[Signature]
Notary Public
My commission expires:

PETER J. RUGGIERI
NOTARY PUBLIC OF RHODE ISLAND
My Commission Expires 2/22/2017

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APPENDIX A

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-5

§37-13-5 Payment for trucking or materials furnished - Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2)) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.