



**Addendum 2:  
DSU Medgar Evers Hall Renovation  
Contract: 2012-PC-003-EH**

- 1. Bid RFI Questions & Answers**
- 2. Revised Forms**
  - a. Invitation to Bid
  - b. Bid Form
    - i. Unit Cost Pricing

<p><b>Evers Hall Renovation 2012-PC-003-EH</b></p> <p><b>Bid RFI Questions &amp; Answers</b></p>	
Q1. Please see Sketch #1	A1. Please see carpet tile specification.
Q2. Not Used	A2. Not Used
Q3. Can you provide a specification for tiles to use as we replace damaged 9x9 VAT flooring as needed.	A3. Contractor will need to field cut replacement tile to fit area. Color to match as close as possible.
Q4. On drawing ED1, notes 1,3,5,6 and 10 are not shown on the electrical demolition drawing. Do any of these notes apply to the scope of work for this building?	A4. Note 6 refers to pay phone area on the 1 <sup>st</sup> floor.
Q5. On drawing E1 notes 1,3, 8 and 9 are not shown on the electrical drawings. Do any of these notes apply to the scope of work for this building?	A5. Notes do not apply.
Q6. There are numerous notes on the plans calling for removal and replacement of damaged floor tile, ceiling tile, wall surfaces etc. however nothing is provided on the plans to quantify this scope of work. Please provide a quantity or allowance for bidding the replacement of floor tiles, ceilings, tiles, wall repairs etc.	A6. Base bid shall include 20 square feet per contracted room of patching. Area to include ceiling and wall patching. Floor tile will not be removed. Floor tile will only be replaced if missing completely. Base bid shall include 100 square feet of replacement floor tile. Base bid shall include 100 – 2x4 acoustical ceiling panels for replacement. All quantities over

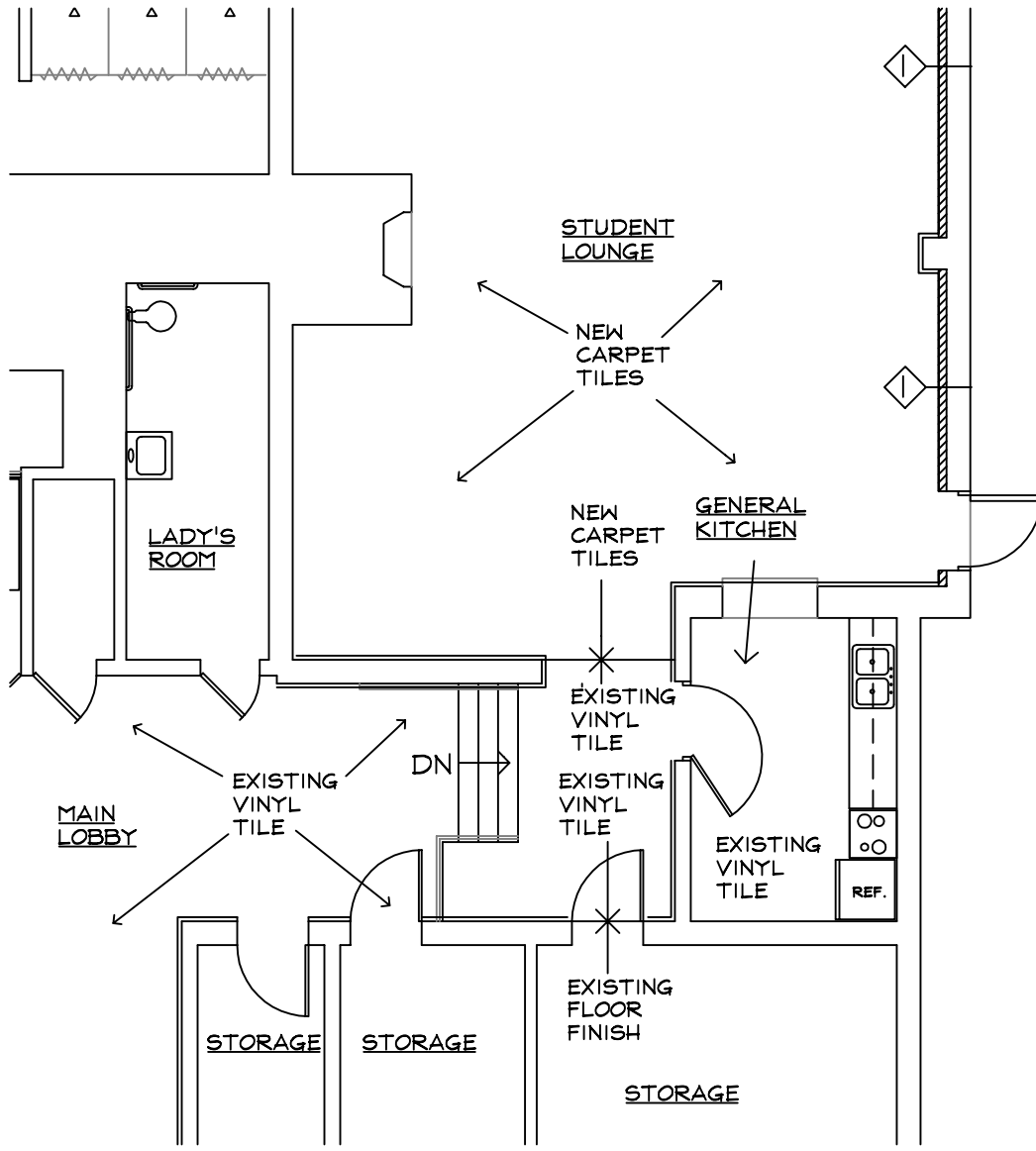
	these will be verified in the field and will be billed based on the unit costs submitted for unit costs.
Q7. There are notes on the plans for new windows blinds but no specs are provided. Please provide specifications for the window treatments.	A7. See attached specification. Sizes are 48x64 and 36x32. DSU purchases stock from ERCO at 302-398-3200.
Q8. Please confirm toilet partitions are floor mounted overhead braced style partitions.	A8. Yes.
Q9. Reference drawing A1 General Notes C. Replace all damaged stair treads & risers, typ., throughout; How many metal stair treads and risers should we include in our bid to replace?	A9. All existing stair treads and risers will be replaced.
Q10. Reference drawing A1 General Notes I. Patch/Repair all damaged broken, or missing floor, wall and /or ceiling materials. Patch/Repair all holes in walls, partitions floors, as required typ. throughout. Prep. all areas for new priming and painting. How much patch and repair are we to include in our bid for floors, ceilings and walls?	A10. See A6 above.
Q11. Reference drawing A1 General Notes N; Please provide window height for windows that are to receive window blinds.	A11. See A7 above.
Q12. Reference drawing A1 General Notes O; Please provide screen sizes and number of screens. How are these screens fastened to the windows? Provide photo of the existing screen attachment.	A12. Screen sizes are custom and will require to be site built. Base bid to include \$15,000 owner controlled allowance for screens. Maximum mark-up on this allowance is 7.5%.
Q13. Reference drawing A1 General Notes P Contract to repair, replace existing "Water Condensate" stained window glazing typ. throughout; Please provide sizes and number of units required.	A13. See attached Sketch #1.
Q14. Reference drawing A1 General Notes Q; How many locations are required for anchoring of all existing handrails & guardrails throughout.	A14. Base bid shall include a total of 35 anchors.
Q15. Drawing PO Plumbing Fixture Schedule doesn't match plumbing fixtures on drawing P1.	A15. LAV-2 shall be LAV-1. SH-1 shall be SH-2.
Q16. Will the furniture be removed and reinstall from the contracted spaces by DSU?	A16. Contractor shall be responsible for protecting, moving, and replacement of all furniture.
Q17. Can we have the wage rate sheet that we are to use in our bid?	A17. Please see attached March 15, 2012 Building Construction wage rate sheet.
Q18. Reference drawing D1 Demolition Tag 18 states strip all floors & wall tiles- prep. areas & surfaces for re-glazing. This conflicts with drawing A1 New Work Notes 6 strip, buff & wax existing floor (and wall tile) Tile –replace damage tiles as required for the same area. Please clarify if existing tile areas that are to remain are to be re-glazed.	A18. Yes. All existing tile areas to remain shall be re-glazed.
Q19. Reference drawing D1 apartment unit states #7 remove all existing flooring typ. in this area. This is in conflict with drawing A1 which states #6 strip,	A19. The existing floor finish is carpet. The carpet is and glue is to be removed from the underlying VCT. The VCT shall be stripped, waxed and buffed.

buff, & wax existing floor (and wall tile) Please clarify which is correct. What is the existing floor finish in the existing apartment unit?	
Q20. Reference drawing A1 New Work Notes; Please explain #5 provide new keys for existing counter locksets.	A20. Existing millwork locks are to be removed and new locks are to be installed. All locks will be keyed alike. Transfer (3) keys at completion.
Q21. Reference drawing D2 Residence Hall Sleeping Room Demolition Notes #1 Remove/patch existing damage ceiling sheathing-prep. area for new priming & painting typ. throughout; How much remove/patch existing damage ceiling sheathing-prep area should we include in the base bid? Or will this work be performed by unit pricing?	A21. See A6 above.
Q22. Reference drawing D2 Residence Hall Sleeping Room Demolition Notes #2 Remove damaged, wrapped or broken ceiling tiles throughout –replace with new; How much damaged wrapped or broken tiles throughout –replace with new should we include in the base bid? Or will this work be performed by unit pricing?	A22. See A6 above.
Q23. Reference drawing D2 Residence Hall Sleeping Room Demolition Notes #5 Remove portion of damaged or broken wall materials –prep. areas or section of exposed gypsum board and /or concrete masonry; How much damaged or broken wall materials-prep. areas or section of exposed board and /or concrete masonry should we include in the base bid? Or will this work be performed by unit pricing?	A23. See A6 above.
Q24. Reference drawing D1 Trunk Storage Room and Multipurpose Room Demolition Notes #1; How much area of existing damaged or broken ceiling in trunk storage room are we to include in our bid?	A24. Area cannot be quantified by owner. Area is dependent on demolition of built-in racks.
Q25. Reference drawing D1 Trunk Storage Room and Multipurpose Room Demolition Notes #3; How much area of existing damaged or broken floor material in trunk storage room are we to include in our bid?	A25. See A6 above. This area is schedule for the removal of built-in racks. The amount of patching depends on the care of selective demolition.
Q26. Reference drawing D1 Trunk Storage Room and Multipurpose Room Demolition Notes #6; How much damaged or broken wall materials in the trunk storage room are we to include in our bid?	A26. See A6 above. This area is schedule for the removal of built-in racks. The amount of patching depends on the care of selective demolition.
Q27. Reference drawing D2 Common Kitchen Demolition Note #3; How much broken or warped ceiling material (tiles or gyp. board) are we to include in our bid?	A27. See A6 above. This area is schedule for the removal of countertop. The amount of patching depends on the care of selective demolition.
Q28. Reference drawing D2 Student Lounge Demolition Note #1; How much existing damaged, wrapped or broken ceiling are we to include in our	A28. See A6 above.

bid?	
Q29. Reference drawing D2 Student Lounge Demolition Note #3; How much removed portions of damaged or broken wall material-prep. surface area are we to include in our bid.	A29. See A6 above.
Q30. Reference drawing D2 DEMOLITION TAG #22 remove existing windows & frames in its entirety. This occurs at second floor lavatory. However on drawing A2 these windows are still indicated on the drawings in these areas of the lavatory.	A30. Provide new window with privacy frosted glass.
Q31. Reference drawing D2 Apartment Unit Demolition Notes #1; How much remove/patch existing damaged ceiling and wall sheathing prep areas are we to include in our bid?	A31. See A6 above. This area has specific selective demolition. Are to patch is directly related to care of this work.
Q32. Reference drawing D2 Common Steps, & Stair Tower Demolition Notes 1, 2,4 and 6; How much existing damaged, wrapped or broken gypsum board ceiling are we to include in our bid. How much damaged or broken floor materials throughout are we to include in our bid. How much portion of damaged or broken wall material prep. area are we to include in our bid. How much existing damaged & broken risers and treads are we to include in our bid.	A32. See A6 above. All stair treads are to be replaced.
Q33. There are specs for bathroom partitions, TP dispensers, grab bars, mirrors(18X36), sanitary napkin disposals, trash receptacles, and PT dispensers/ trash receptacles, but the only new work shown on plans are ADA grab bars in the men's and women's room on the first floor, and the 3' X 10' mirror in the salon in the basement. Is the new work supposed to include all the accessories listed in the specs, or just the big sink mirrors and grab bars?	A33. 1st Floor restrooms are to have the existing partitions removed in their entirety. Existing bathroom accessories are to remain. New mirror in the salon shall be 2'-10" x 10'-0" and installed 6'-0" above finished floor. This new mirror shall be installed with heavy duty steel brackets attached to solid wall structure or per manufacturer's recommendations.
Q34. What is a model number and manufacturer for the 3' X 10' mirror in the salon?	A34. This mirror is custom is size.
Q35. Please clarify paragraph 2.2 D1 and E1 in the specifications section of Division 10 is these are required (steel backing, and heavy duty wall brackets). And are these required for the salon mirror?	A35. See A33.
Q36. If toilet partitions are a part of the new work, it appears a part of the specs are missing. Please clarify.	A36. Toilet partitions are not part of the new work.
Q37. Will DSU provide builder risk insurance?	A37. Contractor shall provide insurance to cover all construction.
Q38. Will DSU obtain the building permit and pay for the building permit?	A38. Contractor to provide building permit.
Q39. The dorm rooms have beds, desks, chairs and portable closets. Who is responsible for removing	A39. Contractor responsible for protecting, moving, and re-installing all furniture.

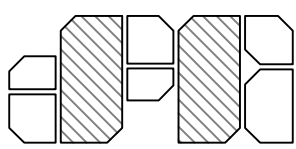
these items during painting and floor finishing?	
Q40. Are all common areas, dorm rooms, stairwells and hallways to be painted?	A40. Yes.
Q41. Are all areas being painted to receive primer over patches and then 2 topcoats?	A41. Yes.
Q42. Are we to patch all holes in walls and remove tape pieces?	A42. Yes.
Q43. Are we replacing any Wooster stair treads?	A43. Yes. All stair treads will be replaced with Johnsonite VIRH-SQ means 'visually impaired (grit-strip) raised disc square nose without riser or similar. All screw holes shall be filled and covered with new selection.
Q44. Are there any service elevators in the buildings?	A44. No.
Q45. Is there air conditioning in the buildings?	A45. Window units at the 1 <sup>st</sup> floor administrative offices only.
Q46. Are we replacing all cove base on stair risers?	A46. Yes
Q47. There is not a painting spec on the drawings, was this an omission? Please provide.	A47. Please see attached painting specification.
Q48. Not Used.	A48. Not Used.
Q49. Please clarify door notes on sheet D-1 Note G. says "strip" however on D2 Note 7. Says prep for paint, please provide door schedule to show which doors get stripped and which get sanded and painted.	A49. Base bid to include: Basement- 12 doors. First Floor- 90 doors. Second Floor- 70doors. Third Floor- 70 doors.
Q50. On drawing SP-3 the spec at the right of the page seems to be for toilet partitions however the front part of the spec is missing, please provide.	A50. See A36.
Q51. On drawing D-1 General Note L. says remove all caulking however on A-1 New work 17 says caulk, weather-strip, To what extend are we to re-caulk the windows and as note 17 is shown on the exterior side of the window on A-1 is the exterior only to be caulked or are both exterior and interior to be caulked.	A51. All work will be performed on the interior of the windows.
Q52. On drawing A-1 General note K says "stencil" room number is this to be paint or vinyl, no spec given?	A52. Room numbers are to be stenciled paint.
Q53. Are we able to visit the site again? Since the walk thru was only about 30 minutes and with not having door, window, RCP, and finish schedules on the drawings some items need to be quantified, i.e. how many doors are stained, how many are paint, how many wood windows are being stripped, how many lights are being reinstalled where new ceilings are at etc.	A53. No. Two meeting times were made available. All contractors were to verify conditions by taking pictures and notes.
Q54. Please provide specification for window treatments.	A54. See A7 above.
Q55. drawing EO.1, Part 2 D. It states that the Fire	A55. There is no new Fire Alarm/Voice/Data work

<p>Alarm is not part of the contract. 2E, states that Voice/data is not part of the contract Drawing E0.2 there is telecommunication work (voice data) called out on the drawings. Is Fire Alarm / Voice/data work part of this scope of work for Laws and Evers Hall?</p>	<p>for this project. There is demolition of selected abandoned Voice/Data.</p>
<p>Q55. On drawing ED1, notes 1,3 and 10 are not shown on the electrical demolition drawings. Do any of these notes apply to the scope of work for this building?</p>	<p>A55. No.</p>
<p>Q56. On drawing E1, notes 1 and 3 are not shown on the electrical drawings. Do any of these notes apply to the scope of work for this building?</p>	<p>A56. No.</p>
<p>Q57. Electrical demolition requires the removal and abandonment of existing telecommunication and coax receptacles and wiring, while the new electrical scope of work does not require the installation of new telecommunication and coax receptacles and wiring. Please confirm that telecommunication and coax wiring will not be part of the scope of work for this building.</p>	<p>A57. This is correct. The abandoned wiring has been identified from the wiring that will remain.</p>



**PARTIAL FIRST FLOOR PLAN**

SCALE: 1/8" = 1'-0"





**PUBLIC WORKS REQUEST FOR PROCUREMENT:  
DSU-Medgar Evers Hall Renovation  
Contract: 2012-PC-003-EH**



TO: ALL BIDDERS

The enclosed packet contains a "REQUEST FOR PROCUREMENT" for the Medgar Evers Hall Renovations. The bid package consists of the following documents:

**PUBLIC WORKS REQUEST FOR PROCUREMENT – CONTRACT NO. 2012-PC-003-EH**

1. Invitation to Bid
  - a. Executive Order 11246
  - b. Non-Collusion Statement and Acceptance
2. Advertisement
3. Bid Form
4. Bid Bond
5. Performance Bond
6. Site Conditions
7. Project Design and/or Technical Specifications

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 12:00 p.m., EST., **April 13, 2012**, to be considered.

TO: Delaware State University  
Administration Bldg,  
Purchasing, Room 321  
1200 N. DuPont Highway  
Dover, DE 19901-2277

Attn: Anthony Patterson,  
Director of Planning and Construction

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Anthony Patterson at (302) 857-7144.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than five (5) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specifications or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

Project is Prevailing Wage for Building Construction, State of Delaware, Department of Labor, (302) 761-8200.

**SECTION 100.00 BID GENERAL INFORMATION:**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

<b>State:</b>	The State of Delaware
<b>Board:</b>	The Delaware State University Board of Trustees
<b>University:</b>	The Delaware State University
<b>Designated Official:</b>	The person authorized to act for the Delaware State University Board of Trustees
<b>Inspector:</b>	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
<b>Bidder:</b>	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
<b>Contractor:</b>	Any individual, firm or corporation with whom a contract is made by the University
<b>Surety:</b>	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
<b>Bid:</b>	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
<b>Advertisement For Bid:</b>	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
<b>Bid Bond:</b>	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
<b>Special Provisions:</b>	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
<b>Contract:</b>	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: A. Bid by firm or individual furnishing materials and/or services B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda of the bidding documents C. Approved University purchase order
<b>Performance, Labor &amp; Material Payment Bond:</b>	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

**SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS**

**ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:**

**SECTION 200.1 Presentation of Bids**

A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor’s forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.  
B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2277, not later than the time state in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

**Contract No.: 2011-PC-002-JH**

**Name of Bidder:**

C. Date of Opening: No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See “B” under Paragraph 1).

D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

**SECTION 200.2 Bid Guaranty**

A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: “Special Provisions.” The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them

immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to executive the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

**SECTION 200.3 Bid Withdrawals**

A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid, is for any reason, unacceptable to the University.

**SECTION 200.4 Bid Openings**

A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

**SECTION 200.5 Rejections of Bids**

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the

same, or different names. (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

#### **SECTION 200.6 Notification of Award and Agreement**

A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract

has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

#### **SECTION 200.7 Termination of Contract**

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

#### **SECTION 200.8 Performances, Labor & Material Payment Bond**

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

#### **SECTION 200.9 Non-Collusion Statement**

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

#### **SECTION 200.10 Compliance Certificate**

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

**SECTION 200.11 FORMS:**

EXECUTIVE ORDER 11246 - SECTION 200.9

**GENERAL COMPLIANCE CERTIFICATE AND AGREEMENT OF VENDORS AND  
SUBCONTRACTORS**To: **DELAWARE STATE UNIVERSITY** AND ITS SUBSIDIARY CORPORATIONS

EXECUTIVE ORDER 11246

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding \$10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

**A. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the

agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such

provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or

**B. CERTIFICATE OF NONSEGREGATED FACILITIES**

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be Submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

**D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM**

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

**E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)**

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1-7 of Title 41 of the code of Federal regulations.

- We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

SIGNATURE OF BIDDER

\_\_\_\_\_

CORPORATE SEAL

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

City of \_\_\_\_\_ County of \_\_\_\_\_

SWORN to and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

State of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SECTION 200.12 FORMS:**

NON-COLLUSION STATEMENT - SECTION 200.10

Delaware State University  
Office of Purchasing  
Dover, DE 19901-2277

Gentlemen:

This is to certify that the undersigned bidder

\_\_\_\_\_ has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. \_\_\_\_\_ or any part(s) thereof, submitted to the Delaware State University on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNATURE OF BIDDER

\_\_\_\_\_

CORPORATE SEAL

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

SWORN to and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**SECTION 300.00 GENERAL CONDITIONS****SECTION 300.1 Interpretations of Estimates**

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

**SECTION 300.2 Prices Quoted**

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

**SECTION 300.3 Use of Trade Names**

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

**SECTION 300.4 Or Equal Bids**

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

**SECTION 300.5 Merchandise Sample**

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

**SECTION 300.6 Warranty**

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

**SECTION 300.7 Delivery**

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly, or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

**SECTION 300.8 Liquidated Damages**

A. Requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will not be excluded from the computations for the assessment of liquidated damages.



**SECTION 300.9 Laws to be Observed**

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

**SECTION 300.10 Contract Documents**

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

**SECTION 300.11 Obligation of Bidder**

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

**SECTION 300.12 Billing**

A. The successful bidder (s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State University  
Accounts Payable  
1200 N. DuPont Highway  
Dover, DE 19901-2277**

**SECTION 300.13 Terms of Payment**

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

**SECTION 300.14 Funding Out**

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

**SECTION 400.00 SPECIAL PROVISIONS:**

**The following "Special Provisions" shall be considered by all Bidders as part of this Contract:**

400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 12:00 P.M. local time, April 13, 2012. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 300, of the New Administration and Student Services Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-2277, and will be publicly opened at the time and date indicated above.

400.1 CONTRACT REQUIREMENTS: The contract shall provide labor and materials to complete the renovation of Medgar Evers Hall.

400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid from the date of award until completion of work.

400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to Bid (ITB) is Anthony Patterson, Director of Planning & Construction, Delaware State University, (302) 857-7144. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of DSU Purchasing Department.

400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.

400.5 BID BOND REQUIREMENTS: 10% of Bid Value.

400.6 PERFORMANCE BOND REQUIREMENTS: 100% of Contract Value.

400.7 BASIS OF AWARD: This contract shall be awarded to the most responsible bidder who best meets the requirements of the University and the terms and conditions of the bid. The award will be made on the basis of the capability of the vendor, warranty against defects in material and workmanship, quality of proposed agreement, price, and prior service history. Delaware State University reserves the right to reject any or all bids, in whole or in part, to make partial awards, award by type, item for item, or lump sum, whichever may be most advantageous to the University.

400.8 PRE-BID MEETING: A mandatory pre-bid meeting will be held.

400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30; Section 2102.

400.10 CERTIFICATE OF INSURANCE: Copy of insurance **required to be provided prior to issuance of purchase order.**

401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as required by the University in this agreement.

401.1 LIQUIDATED DAMAGES: A sum of \$1,000.00 per calendar day shall be deducted by Delaware State University from monies due vendor; not as a penalty, but as liquidated damages for failure to deliver/complete before July 31, 2012, 10:00 am. Saturdays, Sundays and state legal holidays will **not** be excluded from the computations for the assessment of liquidated damages.

401.2 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contracts prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies**

**be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**

401.3 FORCE MAJEURE: Neither the vendor nor the University shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.

401.4 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

401.5 AMENDMENTS: The University reserves the right to amend this ITB at any time prior to the opening date. Addenda, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail or fax to all prospective offerors who have picked up or were mailed specifications. All amendments issued by the University must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**

401.6 PUBLIC INFORMATION: Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.

401.7 SITE INVESTIGATION: As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.

401.8 CANCELLATION OF CONTRACT: In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

**SECTION 500.00 SPECIFICATIONS:**

**All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:**

500.1 COMPLAINT: Unless the offerors bid expressly states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.

500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.

500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.

500.4 Technical Specifications: see attached.

END



**BID FORM**  
**DSU Medgar Evers Hall Renovation**  
**Contract: 2012-PC-003-EH**  
**Date: April 13, 2012**  
**Time: 12:00 pm**

SUBMITTED BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: Delaware State University  
Administration Bldg,  
Purchasing, Room 321  
1200 N. DuPont Highway  
Dover, DE 19901-2277

Attn: Anthony Patterson,  
Director of Planning and Construction

We, Contractor, shall furnish all labor, materials, equipment, tools, facilities, supplies, services and do all things necessary for the above referenced contract, in accordance with quote and as further described herein.

A. PRICES (Note: Project is prevailing wage)

- 1. Our lump sum price for the foregoing is \_\_\_\_\_ dollars (\$ \_\_\_\_\_ .00).
- 2. At DSU's option, changes or additional work to the contract scope, which are requested, directed or agreed to by DSU, may be handled on the following basis:
  - a. Lump Sum - For which we will provide complete documentation, including, but not limited to, estimate sheets reflecting the cost of labor, material, equipment, taxes, insurance, permits, overhead, and profit to support our proposal.
  - b. Unit Price - The following unit prices for work complete in place include all costs incidental thereto and when multiplied by the actual quantities of work performed, will determine our compensation for unit price work:

- (1) Plaster wall patching \$ \_\_\_\_\_ Square foot
- (2) Plaster ceiling patching \$ \_\_\_\_\_ Square foot
- (3) Drywall patching \$ \_\_\_\_\_ Square foot
- (4) VCT floor Replacement \$ \_\_\_\_\_ Square foot
- (5) Replace Damaged Ceiling Tile \$ \_\_\_\_\_ Each
- (6) Replace Damaged Blinds \$ \_\_\_\_\_ Each
- (7) \_\_\_\_\_
- (8) \_\_\_\_\_
- (9) \_\_\_\_\_
- (10) \_\_\_\_\_

- c. Time-and-Material - For which we will be reimbursed for the following items only:
  - (1) Labor - To be supported by time sheets signed by both our and DSU's site representatives, and billed in accordance with the attached schedule(s) of all-inclusive rates covering:
    - (a) Straight-time or premium-time wages, fringe benefits, subsistence and/or travel allowances, in accordance with applicable labor agreements or Contractor's established policies, for direct and indirect field labor up to and including the level of hourly-paid General Foreman.

- (b) Taxes including, without limitation, Federal and State Unemployment taxes, and FICA taxes.
  - (c) Insurance including, without limitation, Workers' Compensation, Employer's Liability, Commercial General Liability Insurance, and Automotive Insurance.
  - (d) Overhead to cover all other costs not otherwise reimbursed including, but not limited to:
    - small tools (small tools shall be those costing less than \$2,500 new)
    - consumable supplies (including welding rod, gases, fuel, etc.) unless otherwise agreed in writing by DSU.
    - field office expenses, including, without limitation, telephone service, utilities and travel expenses
    - home office management and overhead
    - field administration and supervision above the level of General Foreman
  - (e) Profit.
- (2) Construction Equipment and Large Tools (large tools shall be those costing \$2,500.00 or more new).
- (a) Owned by Contractor: At rates shown on the attached list of rental rates dated \_\_\_\_\_. Notwithstanding any provisions on said list, the rates include all fuel, lubricants, maintenance, and standby costs. Charges shall be based only on actual hours of operation.
  - (b) Rented from a Third Party: At actual cost including applicable tax plus \_\_\_\_% of such actual costs and supported by invoices. Rental of construction equipment and large tools shall be approved in advance by DSU.
  - (c) Materials at actual costs, including applicable tax plus \_\_\_\_ % of such actual cost for materials purchased by Contractor and supported by invoices. Consumable supplies are not reimbursable under this item.
  - (d) Subcontracts at actual cost, determined in the above manner and supported by invoices plus \_\_\_\_ % of such actual cost. We will submit schedule(s) of labor billing rates, rental rates, and mark-up for materials for each subcontractor within \_\_\_\_\_ working days following submission of this proposal.
- (3) Retainage will be withheld in the amount of 10% until all final punchlist items are completed.

## B. PROPOSED SUBSTITUTION OF MATERIAL AND EQUIPMENT

All material and equipment included in our lump sum price is in accordance with the specifications issued with DSU's Invitation to Bid. We submit below our proposed substitutions which we consider equal to those specified and include (1) sufficient descriptions to allow comparison, and (2) the

effect the substitutions would have on our lump sum price and schedule if our proposed substitutions are accepted by DSU.

Specified Material	Proposed Equal Material	Effect on our Proposal
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. WORK SCHEDULE

1. We understand that DSU’s schedule is defined below. By submitting a Bid, we agree to meet this schedule unless otherwise noted. Our proposed detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule.
  - Contractor will begin work via Notice to Proceed or Official Purchase Order by May 4, 2012.
  - Contractor shall complete all construction work on or before July 31, 2012.

Our proposed (**attached**) detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule. The project schedule is a very important part of a complete bid and not submitting a viable schedule will be a justifiable reason to reject the bid.

We can begin work \_\_\_\_\_ calendar days after notification of award and will require \_\_\_\_\_ calendar days thereafter to complete the work. Work on the project will begin \_\_\_\_\_ calendar days after Letter of Intent.

2. Work Hours
 

Work during “regular hours” at this site is being performed on a single shift, eight hours per day, 7:30 AM to 4:30 PM, and five days per week, Monday through Friday. To meet the schedule established on the basis of Item 1 above, our proposed work hours will be \_\_\_\_ hours per day, \_\_\_\_ AM to \_\_\_\_ PM, and \_\_\_\_ days per week, \_\_\_\_\_ through \_\_\_\_\_ the cost of which is reflected in our lump sum price. Our lump sum price also includes any mandatory off-hours work required per special conditions.

D. SITE SUPERVISOR

We propose to use \_\_\_\_\_ as our site supervisor. A resume of his/her qualifications is **attached**.

We understand that DSU reserves the right to interview him/her prior to contract award/prior to start of work and to reject him/her if not considered acceptable. If rejected, we will propose alternate personnel for the position who will be subject to the same review and acceptance procedure, at no increase in our lump sum proposal.

We also understand DSU reserves the right to reject our bid if we are unable to provide a site supervisor acceptable to DSU within thirty (30) calendar days after submission of this bid.

**E. SUBCONTRACTORS**

The following subcontractors and their subcontractors are intended to be used on this contract.

<b>Subcontracted Trade</b>	<b>Subcontractor Name</b>	<b>Address</b>	<b>MBE</b>
<i>(Example) ABC's</i>	<i>XYZ Contractor</i>	<i>123 Fairytale Drive, Dover, DE 19901</i>	<i>Yes</i>
Demolition			
Carpentry			
Mechanical (To include HVAC, Balancing, Testing, Insulation, & Controls)			
Plumbing			
Electrical			
Other			

**F. REMARKS**

1. We have received the following Addenda:

<b>Addendum Number &amp; Description</b>	<b>Date</b>
1.	
2.	
3.	
4.	

2. In accepting a contract with DSU, we agree that a description of the work performed will not be used for publicity purposes.
3. We have read the General Conditions and accept all provisions contained therein.
4. Our Bid Price is firm based on contract award within ninety (90) calendar days of the date of submittal of this bid.
5. We have reviewed the safety requirements specified or referenced in the General Conditions, the Site Conditions, and Scope of Work for the Project and are familiar with federal, state, and local safety regulations (including the Occupational Safety and Health Act). We hereby affirm our commitment to perform the work safely and in compliance with all contractual safety regulations and requirements.
6. Our proposal is based on the bid documents, including any Addenda, and the written information contained therein, and any "Remarks" or "Clarifications" noted herein or attached hereto. We understand that we will not be compensated at a later date for claimed additional costs based on oral information received during the bid period, but which is not identified in our proposal and subsequently accepted in writing by DSU.



7. Remarks or Clarifications:

---

---

---

\*\*\*\*\*

**Signature Required**

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Contractor's License Number(s) Applicable State/City*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title      Phone*

\_\_\_\_\_

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2012

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.22	29.83	39.20
BOILERMAKERS	65.47	33.22	48.83
BRICKLAYERS	45.63	45.63	45.63
CARPENTERS	49.06	49.06	39.22
CEMENT FINISHERS	40.38	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	59.10	59.10	59.10
ELEVATOR CONSTRUCTORS	73.14	40.93	30.55
GLAZIERS	62.60	62.60	54.20
INSULATORS	50.38	50.38	50.38
IRON WORKERS	58.70	58.70	58.70
LABORERS	37.20	37.20	37.20
MILLWRIGHTS	60.85	60.85	47.42
PAINTERS	40.62	40.62	40.62
PILEDRIVERS	66.42	37.64	30.45
PLASTERERS	21.61	21.61	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	57.95	43.24	46.28
POWER EQUIPMENT OPERATORS	55.81	55.81	24.13
ROOFERS-COMPOSITION	21.01	20.71	17.02
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	64.39	62.18	62.18
SOFT FLOOR LAYERS	44.92	44.92	44.92
SPRINKLER FITTERS	50.65	50.65	50.65
TERRAZZO/MARBLE/TILE FNRS	50.50	50.50	45.45
TERRAZZO/MARBLE/TILE STRS	57.98	57.98	52.63
TRUCK DRIVERS	22.49	23.89	20.03

CERTIFIED: \_\_\_\_\_

BY: \_\_\_\_\_  
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

THESE RATES ARE BEING PROVIDED IN ACCORDANCE WITH DELAWARE'S FREEDOM OF INFORMATION ACT.

THEY ARE NOT INTENDED TO APPLY TO ANY SPECIFIC PROJECT.

## **SECTION 09651 - RESILIENT FLOOR TILE**

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Vinyl composition tile (VCT)
  - 2. Patching of existing flooring where shown, scheduled and/or required by remodeling.
- B. Related Sections include the following:
  - 1. Division 9 Section "Resilient Wall Base and Accessories" for resilient wall base, reducer strips, and other accessories installed with resilient floor tile.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples and product data for Initial Selection:
  - 1. Min 2"x2" sample for Pattern and color from manufacturers full range of specified product
  - 2. Product data of all specified products required for installation and finish, including, but not limited to Floor material, adhesives, underlayment, cleaning and finishing products
- C. Samples for Verification, if requested: Full-size units of each color and pattern of resilient floor tile required.
- D. Maintenance Data: For resilient products to include in maintenance manuals.

#### 1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide products identical to those tested for fire-exposure behavior per test method indicated by a testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Critical Radiant Flux (CRF): Not less than the 0.45 watts per sq. cm per ASTM E 648.
  - 2. Flame Spread: Not more than 75 per ASTM E 84.
  - 3. Smoke Developed: Not more than 450 per ASTM E 84.
  - 4. Smoke Density: Not more than 450 per ASTM E 662.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store tiles on flat surfaces.

## 1.5 PROJECT CONDITIONS

- A. Maintain temperatures within range recommended by manufacturer, but not less than 60 deg F or more than 85 deg F, in spaces to receive floor tile 48 hours, during and after installation.
- B. After post-installation period, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Close spaces to traffic during flooring installation and for minimum 48 hours after floor covering installation.
- D. Install resilient products after other finishing operations, including painting, have been completed.

## 1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Floor Tile: Furnish 1 box for every 20 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Armstrong.
  - 2. Congoleum
  - 3. Azrok
  - 4. Mannington.

### 2.2 COLORS AND PATTERNS

- A. Colors and Patterns: As identified on the finish schedule or as selected from n=manufacturers full range for product specified

### 2.3 VINYL FLOORING

1. Vinyl Floor Tile (VT) for product standard– 12”x12” 1/8” thick class 2 (thru color) meeting ASTM F 1066) equal to Armstrong Imperial Excelon as follows:
  - a. Fire-Test-Response Characteristics: ASTM 648.
  - b. Critical Radiant Flux Classification: Class I, not less than 0.45 w/sq. cm per ASTM E 648.

## 2.4 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
  1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
  2. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- B. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- C. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.
- D. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
  1. Do not install resilient products until they are same temperature as space where they are to be installed.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.3 TILE INSTALLATION

- A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  - 1. Lay tiles square with room axis and in pattern indicated, unless otherwise indicated on drawing.
- B. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
  - 1. Lay tiles with grain running in one direction in pattern of colors and sizes indicated.
  - 2. Match layout and direction of tile where existing flooring is to be patched or infilled.
- C. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
- D. Install tiles prior to installation of base cabinets and similar built in items and extend tile completely beneath such units.
- E. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- G. Install tiles on covers for telephone and electrical ducts and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of tile installed on covers. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### 3.4 RESILIENT ACCESSORY INSTALLATION

- A. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor coverings that would otherwise be exposed.

### 3.5 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.

- a. Do not wash surfaces until after time period recommended by manufacturer.
- B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
- 1. Apply protective floor polish to horizontal surfaces that are free from soil, visible adhesive, and surface blemishes if recommended in writing by manufacturer.
    - a. Use commercially available product acceptable to manufacturer.
    - b. Coordinate selection of floor polish with Owner's maintenance service.
    - c. Install min. 3 coats, unless directed otherwise by manufacturer product data
  - 2. Cover products installed on horizontal surfaces with undyed, untreated building paper until Substantial Completion.
  - 3. Do not move heavy and sharp objects directly over surfaces. Place hardboard or plywood panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

END OF SECTION 09651

## **SECTION 09653 - RESILIENT WALL BASE AND ACCESSORIES**

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Wall base.
- B. Related Sections include the following:
  - 1. "Resilient Floor Tile "

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples and product data for Initial Selection:
  - 1. Product data of all specified products required for installation and finish, including, but not limited to base material, adhesives, cleaning and finishing products
  - 2. Min. 2"x full height chain set of full range of manufactures color of specified products
- C. Samples for Verification, if requested: For each Base Selection indicated, not less than 12 inches (300 mm) long, of each resilient product color, texture, and pattern required.

#### 1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide resilient stair accessories with a critical radiant flux classification of Class I, not less than 0.45 W/sq. cm, as determined by testing identical products per ASTM E 648 by a testing and inspecting agency acceptable to authorities having jurisdiction.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

#### 1.5 PROJECT CONDITIONS

- A. Maintain temperatures within range recommended by manufacturer, but not less than 60 deg F or more than 85 deg F, in spaces to receive floor tile 48 hours, during and after installation.



- B. Install resilient products after other finishing operations, including painting, have been completed.

#### 1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: The design for the product identified is based on the product named. The use of a trade name and/or suppliers name and address in the specifications is to indicate a possible source of the product and a standard of quality. Products of the same type from other sources shall not be excluded, provided they possess like physical and functional and aesthetic characteristics.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Roppe (product named for quality standard)
  - 2. Armstrong.
  - 3. Congoleum
  - 4. Azrok
  - 5. Johnsonite.
- C. Sherwin-Williams Company
  - 1. Refer to Division 1, "Product Requirements" for process to obtain approval of other products.

#### 2.2 COLORS AND PATTERNS

- A. Colors and Patterns: As indicated on Drawings.

#### 2.3 RESILIENT BASE (RB): 1/8" thick TS Thermoset Vulcanized Extruded Rubber conforming to requirements of Standard Specification FS-1861 Group 1 (Solid). Equal to Roppe "Pinnacle" as follows unless otherwise noted in the construction documents

- A. Style: Cove (with top-set toe).
- B. Height: 4 inches.

- C. Lengths: Cut lengths, 48 inches long.
- D. Outside Corners: Premolded.
- E. Inside Corners: Premolded.
- F. Surface: Smooth.
- G. Color: To be selected.

2.4 Transition (Edging) Strips: homogeneous rubber, tapered or bullnose edge, color to match tile or as selected from manufacturer's standard colors.

2.5 Color as selected by Architect from manufacturer's standard colors

## 2.6 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturers for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
  - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
    - a. Cove Base Adhesives: 50 g/L.
    - b. Rubber Floor Adhesives: 60 g/L.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- B. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- C. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.
- D. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

1. Do not install resilient products until they are the same temperature as the space where they are to be installed.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 RESILIENT WALL BASE INSTALLATION

- A. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- B. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- C. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- D. Do not stretch wall base during installation.
- E. On masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.

### 3.3 RESILIENT ACCESSORY INSTALLATION

- A. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor coverings that would otherwise be exposed.

### 3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing resilient product installation:
  1. Remove adhesive and other blemishes from exposed surfaces.
  2. Sweep and vacuum surfaces thoroughly.
  3. Damp-mop surfaces to remove marks and soil.
    - a. Do not wash surfaces until after time period recommended by manufacturer.
- B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
  1. Cover stair accessory products with undyed, untreated building paper until Substantial Completion.
  2. Do not move heavy and sharp objects directly over stair accessories. Place plywood or hardboard panels over surfaces and under objects while they are being moved. Slide or roll objects over panels without moving panels.

END OF SECTION 09653

## **SECTION 09900 - PAINTING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes surface preparation and the application of paint systems on the following substrates:
  - 1. Concrete.
  - 2. Concrete masonry units (CMU).
  - 3. Steel.
  - 4. Galvanized metal.
  - 5. Aluminum (not anodized or otherwise coated).
  - 6. Wood.
  - 7. Mechanical and electrical work (MEP)

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: Upon request, for each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

#### **1.5 QUALITY ASSURANCE**

- A. MPI Standards:
  - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
  - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

- B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

#### 1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents. Furnish an additional 2 percent, but not less than 1 gal. of each material and color applied.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Benjamin Moore & Co.
  - 2. Duron, Inc.
  - 3. Finnaren & Haley Inc (F&H)
  - 4. M.A.B. Paints.
  - 5. PPG Architectural Finishes, Inc.
  - 6. Sherwin-Williams Company

#### 2.2 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
2. Non-flat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
4. Floor Coatings: VOC not more than 100 g/L.
5. Shellacs, Clear: VOC not more than 730 g/L.
6. Shellacs, Pigmented: VOC not more than 550 g/L.

C. Colors: Match Architect's samples or as indicated in a color schedule; provide up to 8 colors.

### 2.3 PRIMERS/SEALERS

A. Alkali-Resistant Primer: MPI #3: Factory-formulated water based, alkali-resistant acrylic-latex interior primer for interior plaster applications.

1. VOC Content: E Range of E2.

B. Interior Latex Primer/Sealer: MPI #50.

1. VOC Content: E Range of E2.
2. Environmental Performance Rating: EPR 2.

C. Interior Alkyd Primer/Sealer: MPI #45.

1. VOC Content: E Range of E2.

D. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.

### 2.4 METAL PRIMERS

A. Alkyd Anticorrosive Metal Primer: MPI #79.

1. VOC Content: E Range of E2.

B. Waterborne Galvanized-Metal Primer: MPI #134.

1. VOC Content: E Range of E2.

C. Quick-Drying Primer for Aluminum: MPI #95.

1. VOC Content: E Range of E2.

D. Rust-Inhibitive Primer (Water Based): MPI #107.

1. VOC Content: E Range of E2.
2. Environmental Performance Rating: EPR 2.

E. Vinyl Wash Primer: MPI #80.

## 2.5 WOOD PRIMERS

- A. Interior Latex-Based Wood Primer: MPI #39.
  - 1. VOC Content: E Range of E2.
  - 2. Environmental Performance Rating: EPR 2.

## 2.6 ALKYD PAINTS

- A. Interior Alkyd (Flat): MPI #49 (Gloss Level 1).
  - 1. VOC Content: E Range of E1.
- B. Interior Alkyd (Eggshell): MPI #51 (Gloss Level 3).
  - 1. VOC Content: E Range of E1.
- C. Interior Alkyd (Semi-gloss): MPI #47 (Gloss Level 5).
  - 1. VOC Content: E Range of E1.
- D. Interior Alkyd (Gloss): MPI #48 (Gloss Level 6).
  - 1. VOC Content: E Range of E1.

## 2.7 LATEX PAINTS

- A. Interior Latex (Flat): MPI #53 (Gloss Level 1).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 1.5.
- B. Interior Latex (Low Sheen): MPI #44 (Gloss Level 2).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 2.
- C. Interior Latex (Eggshell): MPI #52 (Gloss Level 3).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 2.
- D. Interior Latex (Satin): MPI #43 (Gloss Level 4).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 2.
- E. Interior Latex (Semi-gloss): MPI #54 (Gloss Level 5).
  - 1. VOC Content: E Range of E1.



2. Environmental Performance Rating: EPR 2.
- F. Interior Latex (Gloss): MPI #114 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).
1. VOC Content: E Range of E1.
  2. Environmental Performance Rating: EPR 2.
- G. Exterior Acrylic Latex (Flat): MPI #10 (Gloss Level 1).
1. VOC Content: E Range of E1.
- H. Exterior Acrylic Latex (Semi-gloss): MPI #11 (Gloss Level 5).
1. VOC Content: E Range of E1.

## 2.8 DRY FOG/FALL COATINGS

- A. Flat, Latex Dry Fog/Fall (MPI #118): Provide a water-based, emulsion-type, fast-drying coating used on overhead metal and other surfaces for application methods by airless and/or conventional spray equipment. Overspray will dry to a sweepable powder over a short distance for easier clean up.
1. VOC Content: E Range of E1.
- B. Flat Dry-Fall for Galvanized Steel (water based) MPI # 133: Provide a waterborne coating, designed for direct application to cleaned, interior overhead galvanized metal surfaces, for application methods by airless and/or conventional spray equipment. Overspray will dry to a sweepable powder over a short distance for easier clean up.
1. VOC Content: E Range of E1.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
  2. Masonry (Clay and CMU): 12 percent.
  3. Wood: 15 percent.
  4. Plaster: 12 percent.
  5. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

### 3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.

D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.

E. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.

F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

G. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
  2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
  3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- F. Minimum Coating Thickness:
1. Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness of not less than 4.0 mils, unless otherwise indicated, for the entire coating system of prime and finish coats for 3-coat work.
  2. Provide total dry film thickness of the entire system as recommended by manufacturer.
- G. Overhead Structure and Exposed Ceiling Steel and Galvanized-Metal Substrates:
1. Prep substrate as required minimum. Repair existing primed surfaces.
  2. Galvanized surface shall be prepared by either solvent cleaning and test for chromate passivation, with an SSPC SP 7 Brush-off blast cleaning if required or chemical-etching cleaners may be substituted for solvent washing and SSPC-SP 7 cleaning.
  3. Apply primer coat to unprimed surfaces.
  4. Paint exposed metal deck, structural steel, conduit, un-insulated ductwork and piping, and other mechanical and electrical work in finish and occupied rooms. Protect surfaces not to be painted. Dry-Fall painting shall not be required in mechanical-electrical equipment, custodial, storage and similar rooms.
- H. Interior Mechanical and Electrical Work: Unless otherwise noted, painting of mechanical and electrical work is limited to items exposed to view in finished spaces as defined herein.
1. Locations where MEP work to be field painted include following
    - a. Occupied or Finish spaces are to include all rooms and other spaces with suspended, drywall or plaster ceiling, including toilet rooms and storage rooms. Also stairs, classroom and other rooms used by students

- b. Occupied or Finished Spaces with ceilings – Paint all exposed MEP work as described herein exposed to view.
  - c. Occupied or Finished Spaces without ceilings - Paint all exposed MEP work as described herein exposed to view, including the structure above - unless noted otherwise.
  - d. Occupied or Finished Spaces without ceilings (i.e., Egress Stairs, Gym, and Stage house), partial ceilings, and where indicated.
  - e. Unless noted otherwise, painting of MEP work is not required of Unfinished or unoccupied spaces include mechanical and electrical equipment rooms (rooms whose primary purpose is to house HVAC or other MEP equipt), elevator equipment rooms, IT equipt and MDF rooms, storage rooms without finish ceilings, shafts and chases.
2. Items to be painted include, but are not limited to, the following:
- a. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
  - b. Un-insulated metal and plastic piping
  - c. Piping hangers and supports.
  - d. Louvers grilles vents unless pre-finished
  - e. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
  - f. Electrical equipment that is indicated to have a factory-primed finish for field painting.
  - g. Conduit and junction boxes, including metallic and PVC materials, fire alarm, BAS, attachments exposed and semi-exposed to view in finish areas
  - h. Electrical and control panels in finish areas and exposed to view
3. Do not paint, unless noted otherwise.
- a. Pre-finished mechanical equipment and items
  - b. pipe and duct insulation
  - c. Pre-finished electrical devices and/or cover plates
  - d. Electrical fixtures
  - e. Name places
  - f. Moving parts
  - g. Sight exposed interior of ductwork and other equipment
4. Touch up damaged finishes, including field applied and pre-finished surfaces.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 INTERIOR PAINTING SCHEDULE

#### A. CMU Substrates:

- 1. Latex System: MPI INT 4.2A.
  - a. Prime Coat: Interior latex primer/sealer.
  - b. Intermediate Coat: Interior latex matching topcoat.
  - c. Topcoat: Interior latex (eggshell unless otherwise noted)

#### B. Steel Substrates:

- 1. Alkyd System: MPI INT 5.1E.
  - a. Prime Coat: Quick-drying alkyd metal primer where required
  - b. Intermediate Coat: Interior alkyd matching topcoat.
  - c. Topcoat: Interior alkyd (Semi-gloss unless noted otherwise)
- 2. Water-Based Dry-Fall System: MPI INT 5.1C.
  - a. Prime Coat: Quick-drying alkyd metal primer where required.
  - b. Topcoat: Waterborne dry fall.

#### C. Galvanized-Metal Substrates:

- 1. Water-Based Dry-Fall System: MPI INT 5.3H.
  - a. Prime Coat: Waterborne dry fall where required
  - b. Topcoat: Waterborne dry fall.
- 2. Alkyd System: MPI INT 5.3C.
  - a. Prime Coat: Cementitious galvanized-metal primer.
  - b. Intermediate Coat: Interior alkyd matching topcoat.
  - c. Topcoat: Interior alkyd (Semi-gloss unless noted otherwise).

#### D. Dressed Lumber Substrates: Including architectural woodwork.

- 1. Latex System: MPI INT 6.3T.
  - a. Prime Coat: Interior latex-based wood primer.
  - b. Intermediate Coat: Interior latex matching topcoat.
  - c. Topcoat: Interior latex (semi-gloss).

E. Gypsum Board Substrates:

1. Latex System: MPI INT 9.2A.
  - a. Prime Coat: Interior latex primer/sealer
  - b. Intermediate Coat: Interior latex matching topcoat.
  - c. Topcoat: Interior latex. (Refer to finish schedule for gloss level.)

END OF SECTION 099100

## Bathtub Refinishing (Reglazing) Process

1. Clean bathtub and remove caulking.
2. Mask around the bathtub and cover areas not to be refinished.
3. Remove fixtures and overflow cover.
4. Set up ventilation fan to vent overspray and odors outside.
5. Lightly sand bathtub.
6. Etch the bathtub with acid to help coatings adhere.
7. Vacuum bathtub.
8. Fill chipped, scratched or worn areas.
9. Sand smooth.
10. Apply drop-cloths and covers to protect sinks, toilets fixtures.
11. Spray-paint up to three coats of primer. Let dry.
12. Spray-paint three to four layers of top coat mixture.
13. Let stand a few days.
14. Final buffing.

Style Name	<b>Faculty IV Modular</b>
Style Number	<b>DK163</b>
Brand	<b>Lees</b>
Product Type	<b>Modular</b>

**SPECIFICATIONS**

Minimum Sq. Yd.	<b>No minimum</b>
Construction	<b>tufted</b>
Surface Texture	<b>performance loop pile</b>
Gauge	<b>1/8 (31.50 rows per 10 cm)</b>
Density	<b>6455</b>
Weight Density	<b>167,830</b>
Stitches Per Inch	<b>8.3 per inch (32.68/10 cm)</b>
Finished Pile Thickness	<b>.145" avg (3.7 mm)</b>
Dye Method	<b>yarn dyed</b>
Backing Material	<b>EcoFlex ICT</b>
Face Yarn	<b>Antron® Legacy Nylon 6,6 with DuraTech Soil Protection by Invista</b>
Fiber Technology	<b>Duracolor® by LEES Stain Resistant System. Passes GSA requirements for permanent stain resistant carpet.</b>
Face Weight	<b>26.0 oz. per sq. yd. (882 g/m2)</b>
Pattern Repeat	<b>Not Applicable</b>
Size/Width	<b>24" x 24" (60.9 cm x 60.9 cm)</b>
Installation Method	<b>Monolithic, Quarter Turn</b>
IAQ Green Label Plus	<b>1098</b>
CRI Rating	<b>Severe Traffic</b>

**PERFORMANCE**

Static	<b>3.0 kv when tested under the Standard Shuffle Test 70 degrees Fahrenheit (21 degrees Celsius) - 20% R.H.</b>
Flammability	<b>Passes DOC-FF-1-70 Pill Test</b>
Flooring Radiant Panel Test	<b>Meets NFPA Class 1 when tested under ASTM E-648 glue down</b>
Smoke Density	<b>NBS Smoke Chamber NFPA-258 - Less than 450 Flaming Mode</b>
CRI Green Label Plus Certified	<b>Y</b>

**WARRANTIES**

Warranties	<b>Lifetime Limited Modular Warranty. Lifetime Duracolor Stain Warranty. Lifetime Static</b>
------------	--

*"Color may vary from dye lot to dye lot. Substitution of material may be made due to improved technology, supply limitations, or other factors. The performance is not affected by such variances. All Specifications are subject to normal manufacturing tolerances."*

www.mohawkgroup.com 800.554.6637





## Product

Swanstone Reinforced Solid Surface Products

## Manufacturer

The Swan Corporation is headquartered in St. Louis, Missouri, USA with manufacturing facilities in Centralia, Illinois USA.

## Product Composition

Swanstone is a compression molded homogenous, non-porous material with color throughout. This material is a reinforced, modified acrylic filled with natural minerals-patent pending.

## Product Category

Swanstone is available in integral top and bowl vanity tops, bathtub surrounds, shower walls, kitchen sinks, kitchen countertops, undermount sinks, bar sinks, drop-in lavatories, undermount bowls, blank vanity tops and table tops. Offset vanity top bowl locations available.

## Colors

Swanstone is available in a variety of solid and aggregate colors. See colors at swanstone.com.

## Warranties

Swanstone wall panels and trim kits, vanity tops and bowls, drop-in kitchen and bar sinks, window trim kits and shower floors are covered by a limited lifetime warranty for residential applications. For commercial applications, Swan offers the following limited warranties:

25-Year Limited Warranty on wall panels and trim kits.

25-Year Limited Warranty against our thermal cracking on our vanity tops and bowls.

## Warranties (Continued)

10-Year Limited Warranty against defects on countertops.

10-Year Limited Warranty against defects and/or thermal cracking on kitchen and bar sinks.

10-year Limited Warranty against warping, blistering, loss of color, or fading on shower floors. Complete details and product warranty application for both residential and commercial are available on our website: swanstone.com.

## Maintenance

Swanstone should be cleaned as you would any other fine kitchen or bath fixture. For kitchen sinks and countertops, rinse any food or beverage residue as soon as possible; follow up with normal household cleaners. To remove residue that cannot be rinsed away or removed with other types of cleaners, use powdered abrasive cleaners and/or a nylon plastic scrubbing pad. Vanity tops should be cleaned with normal household cleaners. Cleaners designed for removing mineral based stains can be used on Swanstone, as well as a mild solution (50/50) of chlorine bleach and water. In the event of a scratch, start out with powdered abrasive cleaner and a scrubbing pad; if further attention is needed, use a white automotive rubbing compound or light sanding with a 400 grit or 40 micron sandpaper.

## Application

Any interior, horizontal and vertical surface application. Also available for kitchen sink, shower floor, lavatory bowl and bar sink applications.

## Limitations

Swanstone products are not recommended for exterior use. Material should not be used in areas exposed to sustained temperatures exceeding 450° F. Follow all recommended installation procedures provided by manufacturer.

## Finish

The decorative surface of Swanstone is a matte finish equal to a 320 grit sandpaper (gloss reading of 25). A higher sheen can be produced by buffing the product with a commercial rubbing compound.

## Availability

Swanstone is available nationwide through our local stocking distributors. Visit our website to find your nearest distributor, swanstone.com

## Cost

Cost varies with product category. Contact your local distributor for applicable costs.

## Installation

Swanstone reinforced solid surface products are shipped with complete installation manuals provided with every unit. Consult the specific product installation manual for step-by-step installation procedures. All manuals are available through our website or your local distributor.

## Chemical and Stain Resistance

Chemical and Stain Resistance- NEMA LD3-3.09 No lasting effect on Swanstone occurred from exposure to the following:

### Class I Chemicals:

#### Solvents:

Acetone  
Amyl Acetate  
Benzene  
Carbon Tetrachloride  
Ethyl Ether  
Gasoline/Kerosene  
Ethanol  
Methanol  
Toluene  
Chloroform  
Ethyl Acetate  
Naphtha

#### Other:

Ammonia (10%)  
Iodine  
Lye (1%)  
Mercurchrome  
Nail Polish Remover  
Potassium Permanganate  
Silver Nitrate (10%)  
Sodium Hypochlorite  
Sodium Bisulfate  
Sodium Hypochlorite (5%)  
Trisodium Phosphate  
Urea (6%)  
Vinegar

### Class II Chemicals:

#### Acids:

Furfural  
Hydrogen Peroxide  
Methylene Chloride  
Nitric Acid (30%, 70%)\*  
Phenol  
Acids (99.5%)  
Citric  
Hydrochloric (20%)  
Phosphoric  
Sulfuric (77.96%)  
Trichloro Acetic  
Formic

#### Alkalies:

Ammonium Hydroxide  
Sodium Hydroxide (10%, 40%)  
Sodium Hydroxide Flake

\* May cause slight lightening

# SOLID SURFACE PRODUCTS SPECIFICATION AND TECHNICAL DATA

PROPERTY	TYPICAL RESULTS	TEST
Impact Resistance	No damage 1lb. ball drop .25 inch thick sheet. Over 150"	NEMA LD-3
Izod Impact		
Method A (with notch)	3.7 ft. - lb./in.	ASTM D256
Method B (reverse notch)	5.3 ft. - lb./in.	ASTM D256
Stain Resistance	Passes	ANSI-Z124.35.2
Cigarette Resistance	No lasting effect	NEMA LQ1
Boiling Water Resistance	No effect	NEMA LD-3
High Temperature Resistance	No effect	NEMA LD-3
Abrasion Resistance	Passes	ANSI-Z124.3
Color Stability	No change	NEMA LD-3
Thermal Conductivity	No effect	NEMA LD3-3.08
Tensile Strength	4125 PSI	ASTM 638
Tensile Modulus	1.4.8 x 10 <sup>6</sup> PSI	ASTM D-638
Elongation	.3%	ASTM D-638
Hardness	115 Rockwell R Scale, 42 Barcol	ASTM D-785
Bacterial Resistance	No Growth	ASTM G-22
Wear and Cleanability	Pass	ANSI Z124.35.3
Flexural Strength	7840	ASTM D-790
Flexural Modulus	1.22 x 10 <sup>6</sup> PSI	ASTM D-638
Thermal Expansion	1.64 x 10 <sup>-5</sup> in/inF°	ASTM D-696
Gloss (60°)	25	NEMA LD3
Water Absorption	.033	ASTM D-570
Specific Gravity	1.6	
<b>FLAMMABILITY</b>		
Radiant Panel Flame Spread	15	ASTM E84
Smoke Developed Index	255	
Fire Rating	Class I	

Approximate weight per square foot 2 lbs. for 1/4" sheet. See product guide for actual weights.

## RATINGS AND LISTINGS

American National Standard Institute-  
ANSI Z124.3 and Z124.6

International Association of Plumbing and  
Mechanical Officials (IAPMO)-listed

Canadian Standards Association (CSA)-  
listed

New York City Material Acceptance  
Application #298-88-M

National Sanitation Foundation  
-NSF Splash Zone  
-NSF Food Zone

Housing and Urban Development  
-HUD UM 73 Certified

### Technical Services

Please call (800) 325-7008 or email us info mail@swanstone.com. Visit our website www.swanstone.com for details including dimensional autocad drawings.