

Bid Package for

Covington High School Exterior Door Replacement Project

**807 Chestnut Street
Covington, Ohio**

for the

**Covington Exempted Village School District Board of Education
807 Chestnut Street
Covington, Ohio 45318**

Bids due: 2:00 p.m., March 9, 2018

**Office of the Treasurer
Covington Exempted Village School District
807 Chestnut Street
Covington, Ohio 45318**

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LEGAL NOTICE

Covington Exempted Village Schools (CEVS) will accept sealed bids at the Treasurer's Office, Covington EVSD, 807 Chestnut St, Covington OH 45318 (the high school building), until 2pm, local time, on Mar 9, 2018, when they will be opened and read, for a general contract to replace entrance doors at Covington High School. Bids received after this time will not be opened. No pre-bid meeting is scheduled. Direct questions by email to Gene Gooding, Superintendent (goodingg@covingtonk12.org). Contract Documents may be examined during normal business hours at the District Office and are posted on the District's website www.covington.k12.oh.us with this notice; select Menu (top left corner), expand Building Project, select Notice of Entrance Door Replacement to view the notice.

A Bid Guaranty as described in the Instructions to Bidders is required with each bid. No bid may be withdrawn within 60 days after the bid opening. CEVS reserves the right to waive irregularities in bids, reject any or all bids, and investigate bidder responsibility.

INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF DOCUMENTS AND SITE CONDITIONS

1. **A site visit to inspect the existing conditions and project requirements is strongly encouraged before submitting a bid.** Carefully review the site and all of the Contract Documents, including, but not limited to, Instructions to Bidders, Bid Form, Owner-Contractor Agreement (modified AIA Document B107-2007), and the specifications and drawing. The documents included in the Bid Package provided to bidders will become the Contract Documents, as defined in the Owner-Contractor Agreement, that govern the relationship between the successful Bidder and the Owner when the Owner-Contractor Agreement is executed and will be referred to as Contract Documents throughout these Instructions to Bidders.
2. **No allowance will be made subsequently for any omission, error or negligence of the Bidder.**

B. OWNER & DESIGN PROFESSIONAL

1. The Owner is: Covington Exempted Village School District Board of Education
807 Chestnut Street
Covington, Ohio 45318
Owner Representative: Gene Gooding, Superintendent
2. The Design Professional is: There is no design professional for the Project.

C. PROJECT

1. The Project consists of all labor, materials, and services necessary for the timely and proper completion of the **Covington High School Exterior Door Replacement** Project, located at 807 Chestnut St., Covington Ohio 45318, as described in the Contract Documents issued for the Project. Contractor must furnish material and labor to replace eight (8) double-door entrances at Covington High School with new heavy-duty energy-efficient aluminum doors with side-lites and transoms, including electric strikes with wiring and disconnect.
2. The Project must be substantially complete by **Friday, July 27, 2018**, unless the parties agree to a different date. The project site will be available for work beginning on or around **Monday, June 4, 2018**, after a meeting with Owner's Representative.

D. WORK

1. The Project consists of a single contract to perform the work specified. All subcontracts must be written using the State of Ohio Subcontract Form or include the provisions required by the Ohio Administrative Code for subcontracts.

E. ESTIMATE OF CONSTRUCTION COST

1. The estimated construction cost of the entire Project is **\$77,000.00**.

F. CONTRACT DOCUMENTS

1. Instructions to Bidders
2. Bid Form
3. Bid Guaranty and Contract Bond Form
4. Contractor Qualifications Statement
5. Owner-Contractor Agreement
6. State of Ohio Subcontract Form (available at <http://ofcc.Ohio.gov/Documents.aspx> under Agreements and Standard Requirements for General Contracting)
7. Contract Bond Form
8. Contractor's Personal Property Tax Affidavit (ORC § 5719.042)
9. State of Ohio Construction Contract Sales Tax Exemption Certificate

Availability of Documents. The Bid Package containing the Contract Documents may be viewed during normal business hours at the District office. The Bid Package is posted on the District's website at www.covington.k12.oh.us; select menu, then Building Project and Notice of Entrance Door Replacement Project.

Documents are available on-line at no cost by visiting the Owner's website described in the preceding section.

- G. PRE-BID MEETING.** No pre-bid meeting is scheduled. Contact Mr. Gooding with questions.

H. PREPARATION OF BIDS

1. All bids must be submitted on the Bid Form included in the Bid Package.
2. Complete all blank spaces, in ink or typewritten, using words and figures when requested, and in figures only where no space is provided for words, and sign the Bid Form. Use the wording on the Bid Form without change, alteration or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be considered non-responsive. In the case of a discrepancy between the numbers and words written, the words will control.
3. Submit 1 completed Bid Form to the Owner with other required documents (together, these documents are the Bid Submittal). The Bid Form must be signed with the name of the person signing on behalf of Bidder typed or written below the signature. Bids submitted by facsimile transmission or after the deadline for receipt of bids will not be considered. A Bidder that is a corporation must sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
4. Enclose the Bid Submittal in a sealed opaque envelope with the Bidder's name and title of the Project printed in the upper left hand corner and addressed as follows for personal delivery or delivery by a third party:

Office of the Treasurer
Covington Exempted Village School District
807 Chestnut Street
Covington, Ohio 45318

Instructions for delivery of bids and information on the bid opening are contained in Section H(11).

5. The Bid Submittal must include the following items:
 - (1) Completed and signed Bid Form
 - (2) Bid Guaranty (see Section H(7) below)
 - (3) A project reference/experience list of the last 3 track polyurethane surfacing/resurfacing projects performed by the Bidder, as described in the Specifications.
6. Take the following precautions in preparing a Bid Submittal:
 - a. Sign the Bid Form and confirm that all blank spaces have been filled in with requested information and that the specified accompanying documents have been included in a sealed opaque envelope addressed as provided in Section H(4) above.
 - b. If the Bid Form requests pricing for an Alternate item, indicate whether the amount stated is an addition or deduction to the base bid amount. If no indication is included, it will be assumed that the amount stated is an addition to the base bid amount.
 - c. If the Bid Form requests unit prices, provide the requested prices.
 - d. When applicable, the Bid Guaranty must be properly executed and signed by:
 - (1) The Bidder
 - (2) The Surety or Sureties
 - e. The amount of the Bid Guaranty must be either (1) for a specific sum in an amount as instructed in Section H(7)(a) below or (2) left blank if the combined bid guaranty and contract bond form is used.
7. Bonds and Guarantees
 - a. Bid Guaranty: Furnish a Bid Guaranty, as prescribed in Ohio Revised Code (ORC) Section 153.54, in the form of either: (1) a bond for the full amount of the bid (including all add alternates) in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid amount (including all add alternates).
 - b. Contract Bond: If the successful Bidder submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the total bid amount as its Bid Guaranty, it must provide a Contract Bond using the form included in the Bid Package in an amount equal to 100% of the Contract Sum within 3 days of being notified of the Owner's intent to award the contract to the successful Bidder.
 - c. The bond must be issued by a surety company (Surety) authorized by the Ohio Department of Insurance to transact business in the State of Ohio and capable of demonstrating a record of

competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VII. For good cause shown, other Sureties may be acceptable to the Owner, in its discretion.

- d. Bonds must be signed by an authorized agent of the Surety and by the Bidder.
 - e. Bonds must be supported by credentials showing the power of attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety. These supporting documents may be submitted after the Bid Submittal has been submitted to the Owner.
 - f. The Bid Guaranty, as applicable, must be in the name of or payable to the order of the Owner.
 - g. The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.
9. Bidder's Examination and Representation.
- a. Before submitting a bid, carefully examine the documents included in the Bid Package and the construction site and become familiar with the limitations and conditions related to the Work covered by the bid and include the cost of such items in the bid amount. **The Bidder awarded the contract will not be given extra payments for conditions that could have been determined by examining the site and documents and attending the pre-bid meeting.**
 - b. It is the purpose and intent of the Contract Documents that a complete job be accomplished. Each Bidder is responsible to include costs necessary to provide labor and materials for the Work bid upon, including incidentals, whether or not specifically called for.
10. Clarification of Bidders' Questions
- a. Direct all questions regarding this Project to Mr. Gooding.
 - b. Bidder is responsible for calling to Owner's attention any ambiguities, inconsistencies, errors, or omissions that occur in the Contract Documents for its part of the Work. If the Bidder fails to request clarification, the Bidder will be expected to overcome such conditions without additions to the bid amount.
 - c. Submit questions as to the true meaning of any provision of the Contract Documents to the Owner Representative **not later than the 5 days before the scheduled bid opening**, a written request for interpretation and clarification.
 - d. Request interpretations and the issuance of addenda if the Contract Documents call for materials, equipment, or methods that adversely affect the cost or quality of the Project or are unavailable.
11. Bid Opening. **Bids will be accepted until 2 p.m., local time, on March 9, 2018, at the Office of the Treasurer for the Covington Exempted Village School District at the address stated in Section H(4) above** and will be opened publicly and read immediately at that time. The Bidder is responsible for ensuring that its Bid Submittal is received at the appropriate location prior to the deadline for receiving bids.

I. METHOD OF AWARD

- 1. All bids will remain open for acceptance for 60 days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty will be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 2. The Owner reserves the right, in its sole discretion, to reject any, part of any, or all bids and to waive any informalities and irregularities at any time prior to execution of the contract by the Owner. By submitting a bid, the Bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. The Owner will award a single general contract for the Project. Failure to furnish all information requested on or accompanying the Bid Form may result in the bid being determined to be non-responsive, in which case it will not be considered for award of the contract.
- 3. **Determination of whether a Bid is Responsive.** Before evaluating a Bidder's responsibility, the Owner will review the bid submitted to determine whether it is responsive. A bid is responsive that includes a properly completed bid form, covers the specified scope of work, and is accompanied by an acceptable form of bid guaranty. A bid must be responsive before the Owner will evaluate the Bidder's responsibility.

Examples of non-responsiveness, which would result in a bid not being accepted and reviewed, include (but are not limited to) the following: failure to sign the bid form, failure to acknowledge an addendum that addresses the bid amount, inclusion of qualifications on the bid form or on a separate sheet with the bid form, failure to sign the bid guaranty, failure to provide a form of bid guaranty permitted by the Ohio Revised Code, failure to use the bid form included in the Bid Package provided to bidders, failure to include a bid amount for an Alternate selected by the Owner, or failure to include a unit price or allowance requested on the Bid Form. If a bid is determined to be not responsive, it will be returned to the Bidder and will not be considered by the Owner.

4. Determination of Lowest Responsible Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest responsible bid, taking into consideration accepted alternates. The Owner, in its sole discretion, shall determine whether a bid is responsive to the specifications or a bidder is responsible. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed distributors and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any Bidder that does not pass the evaluation to the Owner's satisfaction. The factors to be considered by the Owner in making its determination as to whether the Bidder is a responsible bidder, include the following as the Owner, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:
 - a. The Bidder's work history.

The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects which are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the respective contract documents. If the Bidder's management (*i.e.*, president, chairman of the board, or any director) operates or has operated another construction company, the Owner may consider the work history of that company in determining responsibility of the Bidder.

The Owner will consider the Bidder's prior experience on other projects of the Owner, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with the Owner.

The Bidder authorizes the Owner and its representatives to contact the owners, design professionals, and other professionals on projects on which the Bidder has worked, and authorizes and requests such owners, design professionals, and other professionals to provide Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person at its urging, directly or indirectly, brings an action against any of such owners or design professionals or their employees as a result of or related to such candidate evaluation and such action is not successful, the Bidder will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action, including the cost of collection. This obligation is expressly intended for the benefit of such owners, design professionals, and other professionals and their employees.
 - b. The Bidder's resources, including but not limited to the financial ability to complete the Contract successfully and on time without resort to its Surety and the experience, adequacy, and numbers of the Bidder's work force.
 - c. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act.
 - d. The foregoing information with respect to each of the Subcontractors which the Contractor intends to use on the Project.
 - e. The Bidder's participation in a drug-free workplace program through the Ohio Bureau of Workers Compensation or a program approved by the Bureau of Workers Compensation.
 - f. Depending upon the type of the work, other essential factors, as the Owner may determine as described in the specifications.
3. Within 3 business days after receipt of the bids, the apparent low Bidder, and any other bidder requested by Owner Representative, will complete and submit the following documents:

- a. The list of all proposed Subcontractors, suppliers, and manufacturers.
- b. The breakdown of Labor and Material for the Project, including the sum for each, on AIA Document G702, Schedule of Values, or another form acceptable to Owner.
- c. Affidavit as to Personal Property Taxes, in the form included with the Contract Documents.
- d. Completed Contractor Qualifications Statement, using the form included in the Bid Package, if requested.

After approval by the Owner of the list of proposed Subcontractors, suppliers, and manufacturers submitted by the successful Bidder, the list will not be changed unless written approval of the change is authorized by the Owner.

4. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsive or responsible.
5. By submitting its bid, the Bidder agrees that the Owner's determination of responsiveness and responsibility is final and conclusive, and that if the Bidder, or any person at the Bidder's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, the Bidder will reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the cost of collection.
6. No Bidder may withdraw its bid within 60 days after the date bids are opened.
7. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

J. EXECUTION OF CONTRACT

1. Notice of Intent to Award Contract. The successful Bidder will be notified that it is the apparent low bidder for the work and provided with 2 copies of the Owner-Contractor Agreement (Agreement) in the form included in the Contract Documents.
2. The successful Bidder will sign and return the original Agreements to the Owner, or as otherwise directed, for execution by the Owner. The contract will be effective as soon as the Agreement has been signed by the Owner. The successful Bidder will be provided with a fully executed copy of the Agreement for its records. No property interest in the contract is created until the Agreement is signed by the Owner.
3. If the successful Bidder does not return the executed Agreements to the Owner within 5 business days of its receipt of the documents from the Owner, the Owner reserves the right to rescind award of the contract on the basis that the bid is not responsive and award the contract to the next low responsible bidder.

K. SUBSTITUTIONS

1. Certain brands of material or apparatus are specified as the basis for design. Each bid must be based on these brands or an equivalent product. The burden is on the Bidder to demonstrate to the satisfaction of the Owner that the material or apparatus is equivalent to the specifications. The Owner, in its sole discretion, will determine whether a material or apparatus is equivalent and meets the needs and expectations of the Owner.
2. Any substitution for a specified brand should be submitted to the Owner Representative for review and consideration prior to receipt of bids.

L. ALTERNATES

1. If alternates are included on the Bid Form, the Bidder should include the cost of the alternates requested on its Bid Form.
2. At the time of awarding the contract, the Owner will select alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work may cause its bid not to be considered; the bid will be considered incomplete. If the Owner does not select the alternate, failure to include the cost of the alternate will not be deemed material.
3. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract awarded, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

M. UNIT PRICES

1. If unit prices are requested in the Bid Form, provide the requested unit price information. Unless otherwise expressly provided in the Contract Documents, such unit prices include all labor, materials and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices stated on the Bid Form will be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Owner Representative agrees that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

N. ADDENDA

1. Any explanation, interpretation, correction or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means will NOT be legally binding. All Addenda will become a part of the Contract Documents. Addenda will be issued to clarify Bidders' questions and/or to change, alter, or supplement the Specifications. The Owner reserves the right to issue clarifications that do not change the Specifications and which will not be considered addenda; examples of clarifications include a change of the bid date or time, issuance of a revised bid form, or some other item that does not change the Specifications.
2. Submit questions to the Owner Representative in advance, to allow sufficient time for a response. All Addenda will be issued except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least 72 hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and legal holidays. If an Addendum is issued within such 72 hour period, then the time for opening of bids will be extended 1 week with no further advertisement required.
3. A copy of each Addendum will be posted on the District's website at the same location as the legal notice for the Project. Indicate receipt of Addenda in the space provided on the Bid Form. Check Owner's website prior to submitting a bid to confirm that Bidder has all addenda issued.
4. Carefully read and review the Contract Documents and immediately bring to the attention of the Owner Representative any error, omission, inconsistency, or ambiguity therein.
5. Failure to indicate receipt of all Addenda through the last Addenda issued on the Bid Form will result in the bid being deemed responsive only if:
 - a. The Bid Submittal received clearly indicates that the bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

O. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed construction contract tax exemption certificate, executed by the successful Bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will provide signed and completed certificates to the successful Bidder.

P. PROJECT SCHEDULE & LIQUIDATED DAMAGES

1. The successful Bidder will have access to the site to commence work on or around **June 4, 2018**, following a meeting with the Owner Representative.
2. By submitting a Bid, the Bidder agrees that the period for performing the Work is reasonable and that its Work can be substantially complete not later than **July 27, 2018**, or another date agreed to by the parties. If the Work is not complete by **July 27, 2018**, or another date agreed to by the parties, liquidated damages may be assessed based upon the per diem rate stated in the Agreement.

Q. BID RESPONSIVENESS; OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The bid submittal must be responsive to the Specifications for the Project in all material respects and contain no material irregularities or deviations that would affect the amount of the bid or otherwise give the Bidder a competitive advantage.

2. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the bidder a competitive advantage.
3. By submitting a bid, the Bidder agrees that (i) the Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives the bidder a competitive advantage will be final and conclusive; and (ii) the bidder will pay the Owner's attorneys' and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the bidder and/or any of its affiliates, which is unsuccessful.

R. MODIFICATION AND WITHDRAWAL OF BIDS

1. Modification: A Bidder may modify its bid by written communication to the Owner addressed to the Treasurer (with a copy delivered to the Owner Representative) at the Owner's address at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Treasurer prior to the closing time. The written communication must not reveal the bid amount, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened.
2. Withdrawal prior to Bid Closing: A Bidder may withdraw its bid at any time for any reason prior to the scheduled closing time for receipt of bids established in the Notice to Bidders or subsequent addendum or by operation of law. The request to withdraw must be made in writing and submitted to the Owner Representative and the Treasurer at the Owner's address.
3. Withdrawal after Bid Closing: A Bidder may withdraw its bid after the bid closing time when all of the following apply:
 - a. the price bid was substantially lower than the other bids;
 - b. the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - c. the bid was submitted in good faith;
 - d. the Bidder provides written notice to the Owner, to the attention of the Owner Representative and Treasurer, within 2 business days after the bid opening for which the right to withdraw is claimed.

S. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

1. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful bidder(s) will include a provision in any subcontract entered into for the Project that requires that each of its subcontractors not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, handicap, ancestry, or national origin in any actions that it takes. Such actions include, without limitation, employment, upgrading, demotion, transfer recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contract document to be executed by the successful Bidder contains nondiscrimination provisions as required by ORC Sections 153.59 and 153.60.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

Project: **Covington Exempted Village School District**
 Covington High School Exterior Door Replacement Project

The undersigned, having read and examined the premises and the Contract Documents, prepared by Owner for the above-referenced Project, and the following Addenda:

Addendum Number	Date of Receipt
_____	_____
_____	_____
_____	_____

submits its bid for the Project.

Bidder acknowledges that all Work must be completed within the time established in the Contract Documents, and that each applicable portion of the Work must be completed by the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents.

The undersigned Bidder submits its bid to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

ITEM 1. GENERAL CONTRACT – all specified work to complete the Project with wide style doors within a storefront system:

TOTAL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____

Manufacturer and Door Model on which Bid Amount is based:

Manufacturer and Storefront System Model on which Bid Amount is based:

BIDDER'S CERTIFICATION

Bidder hereby acknowledges that the following representations made with the submission of this Bid Form are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether Bidder has actual knowledge of the requirements and regardless of any statement or omission made by Bidder which might indicate a contrary intention.
2. Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. Bidder has no outstanding questions regarding the interpretation of the Contract Documents.

4. Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. Bidder will enter into and execute the Contract with Owner, if a Contract is awarded on the basis of this bid, and if Bidder does not execute a Contract for any reason, other than as authorized by law, Bidder and Bidder's Surety are liable to Owner to the extent permitted by the applicable sections of the Ohio Revised Code for the additional costs involved to award a contract to the next lowest responsible bidder.
6. Bidder certifies that upon the award of a Contract, Bidder will make a good faith effort to ensure that all of the successful Bidder's employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. Bidder agrees to furnish any information requested by Owner to evaluate the responsibility of Bidder.
8. Bidder represents that Bidder is not subject to a finding for recovery under ORC Section 9.24, or that Bidder has taken the appropriate remedial steps required under Section 9.24, or otherwise qualifies under this section.

Each bid shall contain the name of every person interested therein. If Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of Bidder, as applicable, must print or type the legal name of Bidder on the line provided and **sign the Bid Form**. If Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form.

BIDDER'S COMPANY NAME: _____

Authorized Signature: _____

Print Name: _____ Title: _____

Mailing Address: _____

Telephone Number: _____ Fax: _____

Where Incorporated: _____ Federal Tax ID No.: _____

Contact person for
Contract processing: _____ Email: _____

BID GUARANTY AND CONTRACT BOND
(ORC § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____, ("Contractor") as principal and _____
_____ as surety are hereby held and
firmly bound unto the Covington Exempted Village School District Board of Education, located in
Covington, Miami County, Ohio, as obligee in the penal sum of the dollar amount of the bid submitted by
the principal to the obligee on _____, 2018, to undertake the contract for the
Covington High School Exterior Door Replacement Project ("Project"). The penal sum referred to
herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or
deductive Alternates made by the principal on the date referred to above to the obligee, which are
accepted by the obligee. In no case shall the penal sum exceed the amount of _____
_____. Dollars (\$_____). (If
the foregoing blank is not filled in, the penal sum will be the full amount of the principal's proposal,
including all Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full
amount of the proposal including add Alternates, in dollars and cents. A percentage is not acceptable.)
For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has
submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a
proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the
event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof
between the amount specified in the bid and such larger amount for which the obligee may in good faith
contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee
does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal
pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the
amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract
documents, required advertising, and printing and mailing notices to prospective bidders, whichever is
less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee
accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract
enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material,
which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said
principal to be done and performed according to the terms of said contract; and shall pay all lawful claims
of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying
forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall
be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then
this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall
indemnify the obligee against all damage suffered by failure of the principal to perform the contract
according to its provisions and in accordance with the plans, details, specifications, and bills of material
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or
material furnished in carrying forward, performing, or completing the contract and surety further agrees
and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a
just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the
surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as
herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or
to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the

obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 2018.

(PRINCIPAL)

By: _____

Printed Name & Title: _____

(SURETY)

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY AGENT

Surety Agent's Address: _____

Surety Agent's Telephone Number: _____

Surety Agent's Fax Number: _____

Surety Agent's Email Address: _____

CONTRACTOR QUALIFICATIONS STATEMENT

[to be completed and submitted to Owner upon request after the bid opening]

SUBMITTED TO: Covington Exempted Village Schools

SUBMITTED BY: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

Principal Office: _____

Indicate the form of organization: ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

NAME OF PROJECT: _____

Complete the following information. Attach additional sheets as needed to provide the requested information.

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? _____

1.2 How many years has your organization been in business under its present business name? _____

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 President's name: _____

1.3.4 Vice President's name(s): _____

1.3.5 Secretary's name: _____

1.3.6 Treasurer's name: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

CONTRACTOR QUALIFICATIONS STATEMENT

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work? _____

3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, had any Claims initiated against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? _____
If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? _____

If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.

3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.4.1 State total amount of work in progress and under contract: \$_____

CONTRACTOR QUALIFICATIONS STATEMENT

3.5 Provide the following information for each contract your organization has had during the last 5 years, including current contracts, where the Contract Sum is 50% or more of the bid amount for this Project, including add alternates. If there are more than 10 of these contracts only provide information on the most recent 10 contracts, including current contracts.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

- 3.5.1 Provide the following information for each project your organization has had during the last 5 years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than 5 of these projects, only provide information on the most recent 5 projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

- 3.5.2 State average annual amount of construction work your organization has performed during the last five years. \$_____

- 3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last 5 years, identify the member of management and the name of the construction company.

- 3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

- 3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

- 3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

4. REFERENCES

4.1 Trade References: _____

4.2 Bank References: _____

4.3 Surety:

4.3.1 Name of bonding company: _____

4.3.2 Name and address of agent: _____

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date prepared:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary). _____

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? _____

Certification. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor Qualifications Statement is true, accurate and not misleading.

SIGNATURE

Dated at this ____ day of _____, 20__.

Name of Organization: _____

By: _____ [PRINT NAME]

Signature: _____

Title: _____

STATE OF OHIO,
County of _____, ss:

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public

My Commission Expires: _____

SEAL

OWNER-CONTRACTOR AGREEMENT

Owner: **Covington Exempted Village School
District Board of Education
807 Chestnut Street
Covington, Ohio 45318**

Contract: General

Alternates: _____

Contractor: _____

Address: _____

Project: **Covington High School
Exterior Door Replacement
4807 Chestnut Street
Covington, Ohio 45318**

Phone: _____

Fax: _____

Owner, a political subdivision of the State of Ohio, and Contractor have entered into this Owner-Contractor Agreement ("Agreement") as of the date signed by the Owner at the end of this Agreement. Owner and Contractor agree as follows:

1. WORK.

1.1 Contractor will furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the specifications for the Project.

1.2 Contractor must at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, so as to complete the Project by the Date for Substantial Completion. All materials and equipment provided must be new, free from all defects, and fit for the purpose for which intended.

1.3 Contractor will assign a competent Project Supervisor. At Owner's request, the Contractor will replace the Project Supervisor, provided that the request is reasonable. The Owner's Representative will not be responsible for the acts or omissions of the Supervisor or his assistants.

2. CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of the Owner-Contractor Agreement, the Contractor's Bid Form, the Contractor's Bid Guaranty and/or Contract Bond, the Specifications and Drawings for the Project, all documents included in the Bid Package prepared and issued for the Project, and Change Orders issued after execution of this Agreement, all of which are incorporated into this Agreement.

3. DESIGN PROFESSIONAL; OWNER REPRESENTATIVE.

3.1 There is not a Design Professional for the Project. Any references to Design Professional are deemed to refer to the Owner Representative.

3.2 Gene Gooding, Superintendent, is the Owner Representative with respect to all matters involving Owner.

3.3 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor will direct all communications to Owner through the Owner Representative.

3.4 The Owner Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents.

3.5 The Contractor at all times will provide the Owner Representative access to the Work.

4. TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1 PROJECT TIME SCHEDULE. Owner anticipates that Work on the Project will begin on or around June 4, 2018, and be substantially complete by **July 27, 2018**, unless the Owner and Contractor agree to different commencement and completion dates.

4.2 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR WILL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

4.3 DELAYS AND ACCELERATIONS.

4.3.1 **NOTICE OF DELAYS.** Contractor will give Owner written notice of any delay affecting its Work in the form and with the information specified in the Contract Documents within two (2) business days of the commencement of the delay. Failure to give the required notice constitutes an irrevocable waiver of Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. Owner, in its sole and reasonable discretion, will determine whether a delay entitles Contractor to an extension of time. Any extensions of time will only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

5. CORRECTIVE ACTION. If Owner determines that Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, CONTRACTOR MUST IMMEDIATELY, AND IN NOT LESS THAN TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN 30 DAYS OF SUCH NOTICE AND/OR, (3) IF OWNER INSTRUCTS CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, MUST IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action will be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 11 of this Agreement or the resolution of any dispute initiated under such paragraph.

6. CONTRACT SUM. The Contract Sum to be paid by Owner to Contractor, as provided herein, for the satisfactory performance and completion of the Project and all of the duties, obligations and responsibilities of Contractor under this Agreement and the other Contract Documents is _____

Dollars (\$ _____). The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against Contractor on account of the Work or the materials incorporated into the Work. Contractor is responsible to pay any such taxes. The Contract Sum also includes the cost of any permits required for the Work.

Without prejudice to any of Owner's rights and remedies under the Contract Documents, if Contractor fails to submit payment applications and any required documentation, and Owner has provided written notice of such failure, but Contractor has not responded, then, not less than 90 days after the written notice to Contractor to do so has been provided to Contractor, the balance of the Contract Sum will remain and become the sole possession of Owner.

6.1 LIQUIDATED DAMAGES.

1. Contractor will have its work substantially complete by July 27, 2018, unless the date is extended by the parties.
2. If Contractor does not have its Work on the Project substantially complete by the date stated above or as otherwise agreed by the parties, Contractor will pay Owner (and Owner may set off from sums coming due Contractor) liquidated damages in the per diem amount of \$250.00 for each calendar day beyond the date for substantial completion as extended in accordance with the Contract Documents.
3. Contractor acknowledges by signing this Agreement with Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the Project, and Contractor in addition to the liquidated damages will be obligated to indemnify and hold Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents.
4. For purposes of this Agreement, "substantially complete" means that the Work is essentially complete in accordance with the Contract Documents and ready for full occupancy or use by Owner in the manner intended without unreasonable inconvenience or discomfort, as determined by Owner.

7. LIMITATION AND LIABILITY. Owner's total liability under this Agreement is limited to the amount set forth in the certificate at the end of this Agreement. Under no circumstances will the elected officials, officers, employees, board members, or agents of Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

8. PAYMENT.

8.1 PAYMENT.

8.1.1 APPLICATIONS FOR PAYMENT. Payment applications will be submitted on a monthly basis and will reflect the amount of work completed as of the date the application for payment is submitted. On or before the date of the month specified by Owner, Contractor will submit to the Owner Representative, an itemized payment application for such period.

8.1.2 Owner may withhold payment in whole or in part, and may demand that Contractor refund amounts previously paid, to protect Owner from loss because of:

- (a) Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from Owner;
- (b) The Work has not proceeded to the extent set forth in the application for payment;
- (c) Any representations made by Contractor are untrue;
- (d) The failure of Contractor to make payments to its Subcontractors;
- (e) Damage to Owner's property or the property of another person or laborer;
- (f) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (g) Liens filed or reasonable evidence indicating the probable filing of such liens.

8.1.3 Owner will pay Contractor within 30 days after receipt of the approved Contractor's payment application from the Owner Representative, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. Owner may establish a cut-off date for the submission of the payment application.

8.2 RETAINAGE. The parties agree that retainage required by Ohio Revised Code Sections 153.12, .13, and .14 is not applicable to the Project because of the short duration of the Work.

9. CHANGE ORDERS.

9.1 A Change Order is a written instrument signed by Owner and Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any. Any Work that is beyond the scope of the Work specified for the Project or that modifies the Work specified for the Project must be approved through a written Change Order signed by the parties evidencing their agreement. If the parties are unable to agree on the terms of a Change Order, Contractor will proceed to perform the Work without delay, and Owner may issue a construction change directive or field work order to document the change and the basis on which Work will proceed until the issue is resolved and an appropriate Change Order prepared and signed by the parties.

10. CLAIMS AND DISPUTES.

10.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Section 8.1.2 will not be considered a Claim. The responsibility to substantiate claims rests with the party making the Claim.

10.2 Claims must be made by written notice.

10.3 If Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein must be given before proceeding to execute the Work.

10.4 If Contractor wishes to make a Claim for additional time, Contractor must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim will be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

10.5 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party will give written notice to the other party promptly before conditions are disturbed and in no event later than two (2) business days after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will issue an appropriate Change Order.

10.6 Contractor must make all claims in writing within seven (7) days after the occurrence of the event giving rise to the Claim. Failure to do so is an irrevocable waiver of the Claim.

10.7 Within 10 days of its receipt of a written request, Contractor will make available to Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and will require its Subcontractors, regardless of tier, and materialmen to do likewise.

10.8 If a Claim has not been resolved within 14 days after submission to the other party, unless agreed otherwise in writing by the parties, the Claimant's exclusive remedy is to file suit in the Common Pleas Court of Miami County or other local court with subject matter jurisdiction as provided elsewhere in this Agreement.

11. DEFAULT OF CONTRACTOR.

11.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of Contractor:

11.1.1 Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within two (2) business days after written notice thereof from Owner or such lesser time as is provided in the Contract Documents, or

11.1.2 Contractor's failure thereafter to use its best efforts to correct such failure, or

11.1.3 Except when an extension of time is granted in writing by Owner, to correct such failure within 30 days after receipt of written notice thereof.

11.1.4 Contractor's failure to pay its obligations as they become due or Contractor's insolvency.

11.2 OWNER'S REMEDIES. Upon the occurrence of an event of default, Owner will have the following remedies, which are cumulative:

11.2.1 Order Contractor to stop the Work, which Contractor will do immediately;

11.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to Contractor;

11.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by Contractor, all of which Contractor hereby transfers and assigns to Owner for such purpose, and to employ any person or persons to complete the Work, including Contractor's employees, and Contractor will not be entitled to receive any further payment until the Work is completed; and/or,

11.2.4 All other remedies which Owner may have at law or in equity or otherwise under the Contract Documents.

11.3 TERMINATION OF AGREEMENT. The termination of this Agreement is without prejudice to Owner's rights and remedies, including without limitation Owner's right to be indemnified by Contractor.

11.4 PAYMENTS DUE CONTRACTOR. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, such

excess will be paid to Contractor. If such costs exceed the unpaid balance, Contractor will pay the difference to Owner. The obligations under this Paragraph will survive the termination of this Agreement.

12. TERMINATION FOR CONVENIENCE OF OWNER.

12.1 Owner may, in its discretion and without cause, by written notice to Contractor terminate this Agreement for Owner's convenience.

12.2 Upon receipt of a written notice from Owner terminating this Agreement without cause and for Owner's convenience, Contractor will (i) immediately cease performing the Work, unless otherwise directed by Owner, in which case Contractor will take the action directed by Owner, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by Owner, terminate all agreements with Subcontractors and suppliers.

12.3 If this Agreement is terminated without cause and for Owner's convenience and there exists no event of Contractor's default, as defined in this Agreement, Owner will pay Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by Contractor at the rates for Work performed under this Agreement, including overhead and profit up to the date of termination, (ii) for Work performed at the direction of Owner on and after the date on which the notice of termination is received by Contractor, as determined by the procedures applicable to Change Orders, (iii) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders, (iv) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and (v) other costs incurred by the Contractor directly as a result of the termination of this Agreement.

12.4 If this Agreement is terminated without cause for Owner's convenience and there exists an event of Contractor's default, as defined in this Agreement, Contractor is entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

12.5 The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

13. INSURANCE AND INDEMNIFICATION.

13.1 Contractor must maintain general liability insurance in the minimum amount of \$1,000,000, worker's compensation coverage as required by Ohio law, and automobile liability insurance in the minimum amount of \$1,000,000. Owner will be named as an additional insured on the insurance provided, and Contractor will provide a certificate of insurance with Owner identified as the holder of the certificate.

13.2 Insurance furnished by Owner, if any, is not intended to and will not cover equipment and materials before they are physically incorporated into the Work or tools. Contractor bears the entire risk of loss with respect to tools, equipment, and materials. Owner will not provide a separate builder's risk insurance policy for the Project.

13.3 Owner and Contractor waive all rights against each other and against the Subcontractors, Sub-subcontractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

13.4 To the maximum extent permitted by law, Contractor will indemnify and hold harmless Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the Work, including but not limited to the failure of Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. Owner may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due Contractor under the Contract Documents.

13.5 In claims against any person or entity indemnified under this Contract by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Contract will not be limited by a limitation on amount or type of damages, compensation, or benefits payable for Contractor or Subcontractor under workers' compensation

acts, disability benefits acts, or other employee benefits acts. Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

14. WARRANTIES. In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, Contractor warrants and guarantees that:

- (a) Owner will have good title to the Work and all materials and equipment incorporated into the work will be new;
- (b) The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- (c) The Work and all equipment incorporated into the Work will be fit for the purpose for which intended; and
- (d) The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach and all damage resulting therefrom within two (2) business days after written notice thereof, thereafter use its best efforts to correct such breach and damage to the satisfaction of Owner and, except when an extension of time is granted in writing by Owner, correct such breach and damage to the satisfaction of Owner within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 2-day period will be extended to seven (7) days. If Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, Owner, upon written notice to Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. Contractor upon written notice from Owner will pay Owner, within 10 days after the date of such notice, all of Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation Owner's administrative, legal, and consulting expenses. The foregoing warranties and obligations of Contractor will survive the final payment and/or termination of this Agreement. If Contractor fails to pay Owner any amounts due under this Paragraph 14, Contractor will pay Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

15. GENERAL.

15.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of Owner requires the signature of the Owner's President, Superintendent, or Treasurer acting under the authority of a specific resolution of Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

15.2 ASSIGNMENT. Contractor may not assign this Agreement without the written consent of Owner, which Owner may withhold in its sole discretion.

15.3 THIRD PARTIES. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either Owner or Contractor.

15.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, must be brought in the Common Pleas Court for the county in which the Project is located or another local court having subject matter jurisdiction of the issue, and each party hereby expressly consents to the jurisdiction of such court. The parties waive their right to remove any action filed in a state or local court to federal court.

15.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by Owner will not commence until the discovery of such defective or non-conforming Work by Owner.

15.6 NOTICES. Notices, requests, or demands by either party must be in writing, unless otherwise expressly authorized, and must be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of Owner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Treasurer," with a copy to the Superintendent and Owner Representative, and, in the case of Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands will be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of 48 hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of 24 hours after the transmission is sent.

15.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

15.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of Owner are subject to the sole discretion of Owner and will be valid and binding on Contractor, provided only that they be made in good faith, *i.e.*, honestly. If Contractor challenges any such approval or determination, Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.

15.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect, and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

15.10 COMPLIANCE WITH LAWS AND REGULATIONS. Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work.

15.11 PROJECT SAFETY. Contractor will follow all applicable safety and health regulations during the progress of the Project and will monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. Owner assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of Contractor.

15.12 EQUAL OPPORTUNITY. Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor will ensure that each of its Subcontractors, regardless of tier, will state in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

15.13 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives as of the date signed by Owner below.

COVINGTON EXEMPTED VILLAGE SCHOOL DISTRICT _____ [CONTRACTOR]
BOARD OF EDUCATION

By: _____
[name/title]

By: _____
(signature)

Date: _____

(printed name)

Date: _____

CERTIFICATE OF AVAILABLE FUNDS
(ORC Section 5705.41)

The undersigned, Treasurer for the Covington Exempted Village School District, located in Covington, Miami County, Ohio, hereby certifies in connection with the foregoing Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

Carol Forsythe, Treasurer
Covington Exempted Village Schools

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(ORC § 5719.042)

State of Ohio

County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____, with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 2018,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (include total amount penalties and interest thereon)
Miami County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

(Affiant)

Sworn to and subscribed this _____ day of _____, 2018.

(Notary Public)

My commission expires

_____, 20__

NOTE: The Contract Bond form that follows is to be used ONLY by a Contractor that is determined to have submitted the lowest responsible bid and that submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a Contractor submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

**Covington Exempted Village School District
Covington High School Exterior Door Replacement Project**

Bond No. _____

CONTRACT BOND
(ORC § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor ") as principal and _____ as surety, are hereby held and firmly bound unto the Covington Exempted Village School District Board of Education, located in Miami County, Ohio (the "Board") as obligee, in the penal sum of _____ Dollars (\$_____.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 2018, enter into a contract with the Board for the work to complete the **Covington High School Exterior Door Replacement Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 2018.

(PRINCIPAL)

By: _____

Printed Name & Title: _____

(SURETY)

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Tel. Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety Agent's Address: _____

Surety Agent's Tel. Number: _____

Surety Agent's Fax Number: _____

Surety Agent's Email: _____



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name _____

Exact location of job/project _____

Name of job/project as it appears
on contract documentation _____

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/>	A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	A house of public worship or religious education;		
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Subcontractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Owner/Contractee

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Political Subdivision

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

SPECIFICATIONS FOR COVINGTON HIGH SCHOOL EXTERIOR DOOR REPLACEMENT

Contractor is responsible for performing the Work in a workmanlike manner with quality materials and techniques, consistent with industry standards for the area where the Work is to be performed. To the extent drawings are required for plan review or permits to be sealed by a licensed design professional, Contractor is responsible for preparing and providing the sealed documents.

The Work includes providing and installing a total of eight (8) double-door entrance units at the locations noted on the attached Exhibit A (labeled 20, 25, 28, 29, 30, 31, 32); door 29 includes 2 sets of double doors. The District's security system will be connected with the new doors after installation by SecureCom.

The specifications provided are for information only and establish the basis for design for the double-door entrance units. Identified manufacturers that will meet code requirements for a public school building include:

<u>Wide Style Doors:</u> Capitol 500 WS doors Manko 150 series doors Graham Heavy Duty Wide Style Doors	<u>Storefront Systems</u> Capitol 245 T Storefront System Manko 2450 Storefront System Graham 450T Storefront System
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General Specifications

Contractor is responsible for:

- Measuring each door location to determine the accurate dimensions for the replacement door to be installed.
- Removing existing doors and disposing of them and related construction material appropriately.
- Finishing the area around the installation in a way that is finished consistently with the existing area.
- Leaving the area clean and free from debris.
- Clean up and haul away all debris from roof work
- Providing warranties stated in the specifications attached

Specifications Included for reference:

- Aluminum Storefronts
- Aluminum Doors
- Glass & Glazing
- Door Hardware

Completion of Work

- All work must be complete by July 27, 2018. Coordinate the schedule for performing work and setting up staging areas with the Owner Representative.



Legend
Door Entry
#

Covington High School
Address: 807 Chestnut St. Suite A
Covington, OH 45318
Phone: (937) 473-3746



ALUMINUM STOREFRONTS

SCOPE OF WORK

Furnish and install architectural aluminum storefront complete with all related components as shown and specified in this section. The storefront unit required for this project shall be construction from thermally divided aluminum framing, meeting the specifications set forth in the detail below, and must be capable of accepting no less than 1" insulated glass as indicated on drawings. Storefront systems meeting this requirement are as follows:

ACCEPTABLE MANUFACTURERS

- A. **BASIS OF DESIGN:** Capitol Aluminum and Glass Corporation –245T Storefront.
- B. Manko Window Systems, Inc. – 2450 Series.
- C. Graham – Model 450T

PERFORMANCE REQUIREMENTS

Testing shall be done in accordance with ASTM E283, ASTM E330, and ASTM E331, NFRC 100, and ASTM E90. The Storefront system shall meet the performance requirements listed below. Provide test reports from accredited laboratories certifying the Storefront performance requirements.

- A. Air Infiltration <0.01 cfm/ft² @ 6.24 psf
- B. Water Resistance No leakage @ 12.0 psf
- C. Uniform Load Structural .02" @ 75.0 psf (positive)
<.01" @ 75.0 psf (negative)
- D. Uniform Load Deflection <L/175 @ 50 psf (positive and negative)
- E. Condensation Resistance Factor - Not less than 37
- F. Thermal Performance Test
NFRC 100 Computer Simulation - Not more than 0.46 (U-Value)
- G. Sound Transmission Class
ASTM E90
1" I.G. with (¼" tempered, ½" air space, ¼" tempered)
STC Rating = 32 (Sound Transmission Class)
OITC Rating = 26 (Outdoor/Indoor Transmission Class)

NOTE: Coordinate wind loads with applicable building code, or appropriate wind loads may be determined by using ANSI A58.1-1982, "Minimum Design Loads for Buildings and Other Structures". An allowable deflection less than 1/175 of clear span is industry standard. Smaller deflections will often require use of heavier cross sections or internal reinforcements.

1. Requirements shown by details are intended to establish basic dimension of unit, sight lines and profiles of members.
2. Do not assume glass, sealants and interior finishes contribute to framing member strength, stiffness or lateral stability.
3. Assemblies shall be free from rattles, wind whistles and noise due to thermal and structural movement and wind pressure.
4. Attachment considerations are to take into account site peculiarities and expansion and contraction movements so there is no possibility of loosening, weakening or fracturing connection between units and building structure or between units themselves.
5. Allow for expansion and contraction without detriment to appearance or performance.
6. System shall drain to the exterior of system.

CONSTRUCTION, MATERIALS, & ACCESSORIES

- A. Fabrication: Take accurate field measurements to verify required dimensions prior to fabrication. Fabricate components in accordance with approved shop drawings. Remove burrs and smooth edges. Shop fabricate to greatest extent practicable to minimize field cutting, splicing and assembly. Disassemble only to extent necessary for shipping and handling limitations. Fabricate components true to detail and free from defects impairing appearance, strength or durability. (*Fabricate custom*

extrusions indicated and as necessary for complete installation.) Provide structural reinforcing within framing members where required to maintain rigidity and accommodate design loads. Provide holes or slots, deflector plates, water deflectors and sealants to accommodate internal weep and drainage to the exterior of storefront system. Allow for adequate clearance around perimeter of system to enable proper installation and for thermal movement within system. Separate dissimilar metals with protective coating to prevent contact and corrosion.

- B. Aluminum (Storefront and Components): Extruded Aluminum, ASTM B 221, 6063-T5 alloy and temper.
- C. Member Wall Thickness: Each framing member shall have a wall thickness sufficient to meet the specified structural requirements.
- D. Finish: Class I Dark Bronze Anodized.
- E. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of storefront members are nominal and in compliance with AA Aluminum Standards and Data. All interior and exterior trim metal shall be extruded aluminum sections and shall not be less than .060" in wall thickness. Brake metal or formed aluminum sheet is not acceptable.
- F. Fasteners & Accessories: Aluminum, non-magnetic stainless steel or other materials warranted by manufacturer to be non-corrosive and compatible with components being fastened. For exposed locations, provide countersunk Phillips head screws with finish matching items fastened. For concealed locations, provide manufacturer's standard fasteners.
- G. Glazing Gaskets: Compression type design, replaceable, molded or extruded neoprene, or ethylene propylene diene monomer (EPDM). Profile and hardness as necessary to maintain uniform pressure for watertight seal. Provide in manufacturer's standard black color.
- H. Expansion Anchor Devices: Lead-shield or toothed-steel, drilled-in, expansion bolt anchors.

JOINT SEALANT

- A. All exterior surfaces shall have proper contact sealant back-up.
 - 1. The joint sealant type shall be fast curing, low modulus, one-component, polyurethane hybrid DyMonic® FC as manufactured by Tremco®.
- B. The color shall be selected by owner from manufacturers' standard color selection.
- C. The sealant shall be heated to the manufacturers' recommendation for the most desirable results.
- D. **A superficial or skin bead shall not be acceptable.**

WARRANTIES

- A. Storefront: All storefront furnished under this contract shall be guaranteed unconditionally by the manufacturer against defect in material and workmanship (except glass) under normal use and service for a period of two (2) years from date of substantial completion. Manufacturer shall perform repairs or replacements during this time at no cost to Owner.
- B. Glass: Insulating glass shall be guaranteed for a period of ten (10) years against obstruction of vision caused by hermetic seal failure.
- C. Installation: The contractor shall guarantee in writing that all materials (except glass) or construction installed by him shall perform as required under normal use and conditions for a period of at least one (1) year from date of final acceptance by the Owner of the project. Should any such materials or construction fail to perform satisfactorily the contractor shall repair or replace it during this period at no cost to the Owner.

MISCELLANEOUS

- A. These buildings may be occupied and in operation during this project. The contractor shall therefore, schedule his work in cooperation with the occupants so as to minimize noise, dirt and hazards, with due regard for health and safety.
- B. Owner shall remove and reinstall all existing or new drapes, shades, blinds, window guards and shall remove and replace any objects (furniture, racks, shelves, etc.) which would interfere with the installation of the new windows and storefront entrances.
- C. Owner shall disconnect and reconnect all existing or new alarms, exit signs, conduit, wiring, etc.
- D. Contractor shall wipe metal, glass, and trim down.
- E. The contractor shall remove all debris from the job site daily and shall maintain the job site in a safe and orderly manner.
- F. All openings shall be securely closed at the end of each day's work.

QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Manufacturer capable of providing field service representation during construction, approving acceptable installer and approving application method.
- B. **Installer Qualifications:** Installer experienced to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to product manufacturer.
- C. **Pre-Installation Meeting:** Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.

DELIVERY, STORAGE AND HANDLING

- A. **Ordering:** Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. **Packing, shipping, handling and unloading:** Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. **Storage and protection:** Store materials protected from exposure to harmful weather conditions. Handle storefront material and components to avoid damage.

EXAMINATION & INSPECTION

- A. Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions.
- B. Verify openings are sized to receive storefront system and sill plate is level in accordance with manufacturer's acceptable tolerances.
- C. Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings.
- D. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

INSTALLATION

- A. **General:** Install storefront systems plumb. Level and true to line, without warp or rack of frames with manufacturer's prescribed tolerances and installation instructions. Provide support and anchor in place. Provide separation of aluminum materials from sources of corrosion or electrolytic action contact points. Install sill members and other members in a bed of sealant or with joint filler or gaskets, to provide weather-tight construction. Coordinate installation with wall flashings and other components of construction.

END OF SECTION

ALUMINUM DOORS

SCOPE OF WORK

Furnish and install aluminum wide stile doors complete with all related components as shown and specified in this section. The door leaves required for this project shall be constructed from aluminum framing, meeting the specifications set forth in the detail below, and must be capable of accepting no less than 1" thick insulated glass as indicated on drawings. Wide Stile door systems meeting this requirement are as follows:

ACCEPTABLE MANUFACTURERS

- A. BASIS OF DESIGN: Capitol Aluminum and Glass Corporation – Model 500 Wide Stile
- B. Manko Window Systems, Inc. – Model 150 Series
- C. Graham – Heavy Duty Wide Stile

CONSTRUCTION, MATERIALS, & ACCESSORIES

- A. Aluminum (Door and Components): Extruded Aluminum, ASTM B 221, 6063-T5 alloy and temper. Rails and stiles of the door to be 0.125" wall thickness and glazing stops to be 0.60" thick. The door stile and rail face dimensions will be as follows:
 - 1. Vertical Stile – 5" nominal (*including glass retainer*)
 - 2. Top Rail – 6-1/2" (*including glass retainer*)
 - 3. Mid Rail - 6-1/2" (*including glass retainer*)
 - 4. Bottom Rail – not less than 10" (*including glass retainer*)
- B. Fabrication: The doors shall have stiles not less than 5" wide nominal (*including glass retainer*) with wall thicknesses not less than .125". Trims and glazing stops shall have wall thicknesses of not less than .060". Mechanical joints of doors shall have extruded aluminum gussets with concealed 5/16" tie-rods. Reinforcing plates shall be installed in the door head rail to accept closer fasteners. Where a pair of door leaves comprise of a single opening and no dividing center post is provided, the edge of one door leaf shall be equipped with an astragal and the other has an adjustable bullnose with two Ultra Fin® weather-seals.
- C. Tolerances: Reference to tolerances shall be in compliance with AA Aluminum Standards and Data.
- D. Trim metal: All interior and exterior trim metal shall be extruded aluminum sections and shall have wall thicknesses of not less than .060". Brake metal or formed aluminum sheet is not acceptable.
- E. Fasteners: Where exposed, shall be aluminum, stainless steel or dull chrome plate brass.
- F. Perimeter Anchors: Aluminum or stainless steel.
- G. Entrance Hardware: Reference door hardware specification for schedule.
- H. Finish: Class I Dark Bronze Anodized.

JOINT SEALANT

- A. All exterior surfaces shall have proper contact sealant back-up.
 - 1. The joint sealant type shall be fast curing, low modulus, one-component, polyurethane hybrid DyMonic® FC as manufactured by Tremco®.
- B. The color shall be selected by owner from manufacturers' standard color selection.
- C. The sealant shall be heated to the manufacturers' recommendation for the most desirable results. D. **A superficial or skin bead shall not be acceptable.**

WARRANTIES

- A. Entrances: All entrances furnished under this contract shall be guaranteed unconditionally by the manufacturer against defect in material and workmanship (except glass) under normal use and service for a period of five (5) years from date of substantial completion. Manufacturer shall perform repairs or replacements during this time at no cost to Owner.
- B. Glass: Insulating glass shall be guaranteed for a period of ten (10) years against obstruction of vision caused by hermetic seal failure.

- C. Installation: The contractor shall guarantee in writing that all materials (except glass) or construction installed by him shall perform as required under normal use and conditions for a period of at least one (1) year from date of final acceptance by the Owner of the project. Should any such materials or construction fail to perform satisfactorily the contractor shall repair or replace it during this period at no cost to the Owner.

MISCELLANEOUS

- A. These buildings may be occupied and in operation during this project. The contractor shall therefore, schedule his work in cooperation with the occupants so as to minimize noise, dirt and hazards, with due regard for health and safety.
- B. Owner shall remove and replace all objects (furniture, racks, shelves, etc.) which would interfere with the installation of the new entrances.
- C. Owner shall disconnect and reconnect all existing or new alarms, exit signs, conduit, wiring, etc.
- D. Owner shall remove any/all interior conduits, power operators, mag locks, door bells, and surface contacts prior to installation.
- E. Contractor will provide wiring in frame only for but not limited to power operators, mag locks, door bells, surface contacts, etc. All final electrical hookup by others.
- F. Owner will change out all key cylinders at project completion.
- G. Contractor shall wipe metal, glass, and trim down.
- H. The contractor shall remove all debris from the job site daily and shall maintain the job site in a safe and orderly manner.
- I. All openings shall be securely closed at the end of each day's work.

QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer capable of providing field service representation during construction, approving acceptable installer and approving application method.
- B. Installer Qualifications: Installer experienced to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to product manufacturer.
- C. Pre-Installation Meeting: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.

DELIVERY, STORAGE AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Packing, shipping, handling and unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and protection: Store materials protected from exposure to harmful weather conditions. Handle entrance material and components to avoid damage.

EXAMINATION & INSPECTION

- A. Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions. Verify openings are sized to receive entrance system and sill plate is level in accordance with manufacturer's acceptable tolerances. Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

INSTALLATION

- A. General: Install doors in accordance with manufacturer's instructions and AAMA storefront and entrance guide specifications manual. Attached to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities. Provide alignment attachments and shims to permanently fasten system to building structure. Align assembly plumb and level, and in proper alignment with adjacent work. Set thresholds in bed of DyMonicFC® Sealant and secure. Adjust operating hardware for smooth operation.
- B. Dissimilar materials: Provide separation of aluminum materials from sources of corrosion or electrolytic action at contact points.

END OF SECTION

GLASS AND GLAZING

ACCEPTABLE GLASS MANUFACTURERS

A. Guardian

PERFORMANCE & TESTING REQUIREMENTS

A. Glass Description: Float Glass

1. USA - Annealed float glass shall comply with ASTM C1036, Type I, Class 1 (clear), Class 2 (tinted), Quality – Q3. Canada – Annealed float glass shall comply with CAN/CGSB – 12.3 – M, Quality-Glazing.
2. USA – Heat Strengthened float glass shall comply with ASTM C1048, Type I, Class 1 (clear), Class 2 (tinted), Quality – Q3, Kind HS. Canada – Heat Strengthened float glass shall comply with CAN/CGSB – 12.9 – M, Type 2 – Heat Strengthened Glass, Class A – Float Glass.
3. USA - Tempered float glass shall comply with ASTM C1048, Type I, Class 1 (clear), Class 2 (tinted), Quality – Q3, Kind FT. Canada – Tempered float glass shall comply with CAN/CGSB – 12.1 – M, Type 2 – Tempered Glass, Class B – Float Glass
4. USA – Laminated glass to comply with ASTM C1172. Canada – Laminated glass to comply with CAN/CGSB – 12.1 – M, Type 1 Laminated Glass, Class B – Float Glass.
5. Glass shall be annealed, heat-strengthened or tempered as required by codes, or as required to meet thermal stress and wind loads.

B. Sealed Insulating Glass (IG) Vision Glass (Vertical): General

1. IG units consist of glass lites separated by a dehydrated airspace that is hermetically dual sealed with a primary seal of polyisobutylene (PIB), or thermo plastic spacer (TPS) and a secondary seal of silicone or an organic sealant depending on the application.
2. USA – Insulating glass units are certified through the Insulating Glass Certification Council (IGCC) to ASTM E2190. Canada – Insulating Glass units are certified through the Insulating Glass Manufacturers Alliance (IGMA) to either the IGMAC certification program to CAN/CGSB – 12.8, or through the IGMA program to ASTM E2190.

GLAZING TYPES

A. Glazing Designation G1:

1. Exterior Lite: 1/4” Grey tempered
2. Interior Lite: 1/4” Low-“E” SuperNeutral 68 #3 surface tempered
3. 1/2” Cavity: 1/2” inch (Air Fill) aluminum spacer

END OF SECTION

DOOR HARDWARE

SECTION INCLUDES

Hardware for Aluminum doors.

QUALITY ASSURANCE

- A. Perform Work in accordance with the following requirements:
 - 1. AWI
 - 2. BHMA A156 series
 - 3. DHI -A115 series
 - 4. NFPA 80
 - 5. NFPA 101
 - 6. NFPA 252
 - 7. UL 10B
 - 8. UL 305
 - 9. ANSI A117.1 - Specifications for making buildings and facilities accessible to and usable by physically handicapped people.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- C. Hardware Supplier Qualifications: Company specializing in supplying commercial door hardware with 5 years documented experience. Approved by manufacturers.
- D. Hardware Supplier Personnel: Employ an Architectural Hardware Consultant (AHC) to assist in the work of this section.

REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories, Inc., testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.

DELIVERY, STORAGE, AND PROTECTION

- A. Material and Equipment: Transport, handle, store, and protect products.
- B. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.
- C. Deliver keys to Owner by Security Shipment direct from Hardware Supplier.

PROJECT CONDITIONS

- A. Coordinate the work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware and recessed items.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.
- C. Coordinate Owner's keying requirements during the course of the Work.

WARRANTY

- A. Hardware: All hardware furnished under this contract shall be guaranteed unconditionally by the manufacturer against defect in hardware material and workmanship under normal use and service per manufacturer's standard warranty. Manufacturer shall perform repairs or replacements during this time at no cost to Owner.

MANUFACTURERS

- A. All doors shall have hardware and features furnished by the manufacturer as follows:
- B. Provide manufacturer's standard weather-stripping and door sweeps.
- C. Owner is responsible to change out all key cylinders at project completion and replace with own key cylinders.

ACCESS CONTROL

Contractor to coordinate all access control work with owner's security contractor.

EXAMINATION

Verify existing conditions before starting work. Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings and as instructed by the manufacturer.

INSTALLATION

Install hardware in accordance with manufacturer's instructions. Use templates provided by hardware item manufacturer.

HARDWARE SCHEDULE

Hardware Set No. #1 (typical)

Provide each designation with the following hardware.

<u>QTY</u>	<u>DESCRIPTION</u>	<u>ITEM NO.</u>	<u>FINISH</u>	<u>MFG</u>
2	Hinge	780-224HD	BZ	Hagar
1	Centerpost	Removable aluminum	BZ	Door Mfg
1 PR	Mullion Stabilizers	MSSP313	SP313	Von Duprin
2	Exit Device	3790 Series Rim Panic	BR	First Choice
1	Electric Strike	9600	BZ	HES
1	Rim Cylinder	Construction Cylinder (<i>Final keying by Security Contractor</i>)	613	N/A
2	Pull	BF157A (9")	315	Rockwood
2	Closer	4040XP H-Cush with #4040-30 Shoe	DKBRZ	LCN
1	Threshold	1/2" x 5-1/2" threshold with applied bumper	MILL	Door Mfg
2	Weather-strip	Manufacturer's standard	N/A	Door Mfg
2	Sweep	Manufacturer's standard	BZ	Door Mfg
	Wiring	Door manufacturer to provide all in-frame wiring for electrical hardware installed by security contractor	N/A	Door Mfg

**All final electrical hookup by others*

END OF SECTION