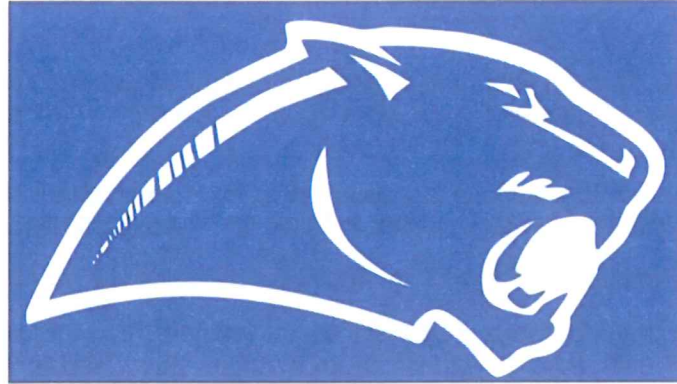


# PROJECT MANUAL



## 2018 Window Replacement Project at Springboro High School PH2

FOR

Springboro Community City Schools  
1685 S. Main St.  
Springboro, OH 45066

Project Location:

Springboro High School  
1675 S. Main St.  
Springboro, OH 45066





# LEGAL NOTICE TO BIDDERS

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SEALED BIDS will be received by the Board of Education of Springboro Community City Schools, Warren County, State of Ohio, at the office of the Business Manager, Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066, **until 12:00 PM (noon) on June 22, 2018**, and will be opened and read immediately for the 2018 Window Replacement Project at Springboro High School PH2.

All bidders are strongly encouraged to attend the pre-bid meeting on **June 11, 2018, at 10:00 AM**, at the following location: Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066 – Board of Education Office.

The bid specifications, drawings, plan holders list, addenda, and other bid information may be obtained from the website, [www.springboro.org](http://www.springboro.org) or via email at [jpennell@springboro.org](mailto:jpennell@springboro.org).

Bids must contain the name of every person; firm or corporation interested therein and shall be accompanied by:

1. A cashier's check or a certified check, on a solvent bank drawn in favor of the Board of Education of Springboro Community City Schools in an amount not less than ten percent (10%) of the highest of any base bids plus all additive alternates submitted by the bidder.  
OR
2. A bid bond of one hundred percent (100%) of the highest of any base bids plus all additive alternates submitted by the bidder drawn in favor of the Board of Education of Springboro Community City Schools.

Bid security will be returned within ten (10) days after contract for the work has been executed. Failure of any bidder to enter into and execute a contract for the work covered by the proposal he has submitted shall cause the bid security to become forfeited by the bidder to the Owner as liquidated damages and not as a penalty because of such failure on the part of the bidder.

The cashier's check, certified check, or bid bond submitted, shall be held as a guarantee that if the Bid is accepted, a contract will be entered into and the performance thereof properly secured in accordance with O.R.C. 153.54. Prices shall exclude excise and sales tax. The successful bidder, within five (5) days after notification of the award, shall enter into a contract in writing with the Board of Education of Springboro Community City Schools covering all matters and things as are, in these specifications and his Bid set forth.

The Board will retain the Bid of the two (2) lowest bidders until and after the contract has been entered into and secured by a performance bond of one hundred percent (100%) of the amount of the contract, with a surety for the faithful completion of the project at 2018 Window Replacement Project at Springboro High School PH2.

No bidder may withdraw his Bid for a period of sixty (60) days after the opening of the Bids. The Board of Education of Springboro Community City Schools reserves the right to accept or reject any and all Bids, in whole or in part or any combination thereof; or to award a contract to other than the low bidder. The successful bidder shall produce an affidavit certifying that there are no delinquent taxes owed.

By order of the Board of Education, Springboro Community City Schools, Warren County, Ohio.

**Advertising Dates:**

**Dayton Daily News  
6/7/2018**

**John Pennell, Business Manager  
Springboro Community City Schools  
1685 S. Main St.  
Springboro, OH 45066**

**School Website**

**<http://www.springboro.org/>**



## **LEGAL NOTICE - Published**

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Springboro Community City Schools is hereby giving notice that sealed bids for the 2018 Window Replacement Project at Springboro High School PH2 at 1675 S. Main St., Springboro, OH 45066 will be accepted **until 12:00 PM (noon) on June 22, 2018**, at the office of the Business Manager, Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066.

All bidders are strongly encouraged to attend the pre-bid meeting on **June 11, 2018, at 10:00 AM**, at the following location: Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066 – Board of Education Office.

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# **INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS**

## **ARTICLE 1 CONTRACT INFORMATION**

### **1.1 GENERAL REQUIREMENTS**

- 1.1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.1.6 All names must be typed or printed below the signature.
- 1.1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.1.8 Materials purchased for this project are exempt from taxation under Ohio State Sales and Use Tax Laws.

### **1.2 PROJECT SCHEDULING AND COORDINATION**

- 1.2.1 The owner will approve all scheduling and co-ordination of work. Contractor to minimize interference, disruption, hindrance of owner's learning environment. Working hours are 7AM-7PM Monday thru Thursday.
- 1.2.2 By submitting the Bid, the Bidder understands and agrees that the Contract Sum based on its bid and as amended by Change Orders shall cover all amounts due from the Springboro Community City Schools. The Bidder also agrees that the Bidder will make no request for additional compensation for any such interference, disruption, hindrance or delay, caused by or between Contractors or their agents and employees.

### **1.3 DEBRIS AND DEMOLITION**

- 1.3.1 Contractor shall furnish all labor, materials, equipment, and supervision required for the removal and disposal of existing windows as well as all preparation of window openings to allow for the installation of new window systems.
- 1.3.2 Contractor shall dispose of all scrap materials properly. School dumpsters are not to be used for material disposal. Contractor shall provide and maintain their own dumpster(s).
- 1.3.3 Housekeeping is a must. Contractor to clean up work areas and materials at the end of each shift. Daily site cleanup of materials and debris will also be required.

- 1.3.4 Any and all damage created as the result of demolition activities to be the responsibility of the contractor to repair to their prior condition. Including but not limited to the following:
- A Drywall/Plaster Damage
  - B Drop ceiling tiles and framing
  - C Window Sills
  - D Exterior finish materials (Masonry)

1.4 STORAGE AND PROTECTION

- 1.4.1 Contractor shall properly store and protect all materials and equipment at all times. Contractor to provide all equipment, materials, and resources needed for material storage. Note: Material storage not to damage or cause restricted access to school property.
- 1.4.2 Contractor to protect the owner's property at all times. Make sure carts for materials and tools as well as any equipment will not damage, scratch or mark walls, floors, elevators, or any exterior surfaces (landscaping and/or asphalt/concrete).

1.5 OWNER RESPONSIBILITIES

- 1.5.1 Any existing items that may interfere with the installation of the new windows shall be removed and reinstalled by owner (such as blinds and curtains, drop ceiling tiles and framing, shelves, desks, alarms, wiring, etc).

1.6 DOCUMENTATION

- 1.6.1 Contractor to document, with pictures and/or video, all existing conditions prior to beginning any work. All conditions to be returned to their prior state. Any damage caused by contractor or any undocumented issues to be repaired at contractor's expense.

**ARTICLE 2 BIDDING PROCEDURES**

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1.1 Before submitting a bid, each Bidder must examine all Contract Documents including Project Specifications, Drawings, and any Addenda for all Divisions of Work for the Project.
- 2.1.2 Visit the site to familiarize him/her with local conditions that may in any manner affect cost, progress, or performance of the work.
- 2.1.3 Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
- 2.1.4 Study and carefully correlate Bidder's observations with the Project Documents.
- 2.1.5 Upon request, the Owner will provide each Bidder access to the site, by appointment, to conduct site visit for field verification of openings and conditions and reasonable investigations as each Bidder deems necessary for submission for his bid.
- 2.1.6 The lands upon which the work is to be performed rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.1.7 The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

## 2.2 BASIS OF DESIGN

2.2.1 The contract documents may list components produced by specific manufacturers to denote kind, quality, or performance. The component listed first is the basis of design. The Springboro Community City Schools is specific as to the quality and level performance they desire.

## 2.3 EXCEPTIONS AND SUBSTITUTIONS

2.3.1 In these specifications there is stated specific construction performance, structural dimensions and installation requirements. Modifications thereof shall not be accepted. It is the desire of the Board of Education of Springboro Community City Schools to obtain nothing less than this specified level of quality, performance, construction, and installation. Each bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents. **Product substitutions may not be included, suggested, or accepted.**

# ARTICLE 3 PROPOSAL AND BID DOCUMENTS

## 3.1 DELIVERY OF BIDS

3.1.1 Bids shall be submitted on bid forms provided from Springboro Community City Schools. Any bid submitted in an un-authorized or altered envelope will be rejected, unopened and disposed.

3.1.2 All bid forms, bid documents and bonds and any other bid documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

3.1.3 If a Bidder wishes to withdraw his bid prior to the opening of bids, he shall state his purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to him unread.

3.1.4 The bid envelope must contain all of the following items listed below. Any bid submitted that does not contain all of the following items listed below will be rejected. Bidder and any/all proposed Subcontractors must supply the following with the accompanying bid documentation:

- A. Bid Form
- B. Bid Security Form with bond, certified cashier's check for 10% of the amount bid, or irrevocable letter of credit for 10% of the amount bid
- C. Supplemental Bond Acknowledgement
- D. Bidder's Qualifications
- E. Proposed Subcontractor Listing
- F. Certified Copy of Corporate Resolutions
- G. Certificate of Good Standing issued by the State of Ohio from the Secretary of State
- H. Contractor's Sample Certificate of Insurance containing specified coverage's in Article 5.3.
- I. Valid Certificate of Compliance issued by the State of Ohio EEO Construction Compliance Unit
- J. Proof of coverage by the Ohio Bureau of Worker's Compensation
- K. Proof of approved DFSP (Drug Free Safety Program) by the Ohio Bureau of Worker's Compensation
- L. Certifications:
  1. A certifying statement by the bidder that the products being bid meet or exceed all requirements set forth in the Specifications.
  2. A certifying statement that the bidder has continuously been in the sales, installation, and service of architectural aluminum windows for a period of five years and that the personnel employed by him are experienced in the field of architectural window replacement work.

## 3.2 BID EVALUATION/CONTRACTOR QUALIFICATION

- 3.2.1 Bidder and proposed subcontractors shall provide information relating to similar projects of size and scope of work completed within the past 5 years, during school hours of operation, and shall include a list of projects currently under construction including status and contact person. Bidders and subcontractors experience shall demonstrate capabilities to undertake this type of project.
- 3.2.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 3.2.3 Bidder and proposed subcontractors shall provide pertinent information to the Owner relative to any pending suits or outstanding liens.
- 3.2.4 The Owner will require same information on any or all subcontractors proposed by the Bidder.**

## 3.3 SUBCONTRACTORS

- 3.3.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 3.3.2 The successful Bidder shall not subcontract work totaling more than 50% of the total contract.
- 3.3.3 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw his bid without sacrificing his bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 3.3.4 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 3.3.5 No contractor shall be required to employ any Subcontractor, person or organization against whom he has reasonable objection.

## 3.4 BID REVIEW BY OWNER

- 3.4.1 The Owner reserves the right to reject any and all bids, to waive as informality any and all irregularities, and to disregard all nonconforming, non-responsive or conditional bids.
- 3.4.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures and numbers.

- 3.4.3 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
  - B. Financial ability and soundness of the Bidder and proposed subcontractors.
  - C. Completeness of all bid forms and bid requirements.
  - D. Previous contractual experience with the Owner; whether or not the bid package complies with the prescribed requirements.
  - E. Any other matter allowed by law or local ordinance or resolution.
- 3.4.4 Owner may conduct further investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 3.4.5 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction. Any misrepresentation by the Bidder will cause the Bid to become null and void, and any further subsequent misrepresentation will constitute a breach.
- 3.4.6 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this.
- 3.4.7 All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening, however, that within two business days after the bid opening a Bidder may withdraw a Bid from consideration, in writing, if the bid amount is substantially lower than the amount of other Bids, provided the Bid was submitted in good faith and the error was clearly clerical in nature and unintentional.
- 3.4.8 When an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Springboro Community City Schools Board reserves the right to accept or reject any or all bids on Alternates, in whole or in part, and in any order. Voluntary Alternates submitted by a Bidder are prohibited from becoming the basis of the Contract award.
- 3.4.9 If no change in the bid amount is required, indicate "No Change" or \$0 dollars.
- 3.4.10 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate by a Bidder may cause the Bidder to be rejected as nonresponsible only if that Alternate is selected.

#### **ARTICLE 4 LICENSE, PERMITS, REGULATIONS**

- 4.1.1 The contractor shall obtain and pay for any and all required licenses and local building permits or from any other agency having jurisdiction.
- 4.1.2 At time of award bidders are required to submit a certification, Personal Property Tax Affidavit under oath, complying with Section 5719.042 of the Ohio Revised Code.
- 4.1.3 Foreign Corporations authorized under the laws of another State must comply with the licensing statutory requirements of the State of Ohio.
- 4.1.4 Compliant with House Bill 190, all contractors that will be on-site during construction must complete the BCII and FBI (or comparable) background checks. The background checks shall be coordinated with the Owner, shall be performed by an entity approved by the Owner, and paid for by the contractor. Anticipated cost is \$70.00 per employee, but shall be verified by the contractor prior to bidding and included in the base bid.

## **ARTICLE 5 BID SECURITY/CONTRACT BOND/INSURANCE**

### **5.1 BID GUARANTEE**

- 5.1.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid, including all alternates, per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid including all alternates, if any. If bid security is made by bond, the Bidder and his Surety shall sign the Supplemental Bond Acknowledgement form and submit with his bid.
- 5.1.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 5.1.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as liquidated damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on his bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less..
- B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on his bond if a bond was Submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 5.1.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

### **5.2 CONTRACT BOND**

- 5.2.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.
- B. Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and his Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms.

- 5.2.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 5.2.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 5.2.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

5.3 INSURANCE REQUIREMENTS

- 5.3.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 5.3.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 5.3.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
  - A. General Liability: Comprehensive, Premises and operations. Products and Complete operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.
    - 1. Bodily Injury \$500,000 each person
    - 2. Property Damage \$100,000 each occurrence
    - 3. Personal Injury \$1,000,000 aggregate
  - B. Automobile Liability: Any Auto, All Owned Autos (Private Pass.). All Owned Autos (Other than Private Pass.), Hired Autos, and Non-Owned Autos.
    - 1. Bodily Injury \$500,000 per person  
\$1,000,000 per accident
    - 2. Property Damage \$100,000 each occurrence.
  - C. Umbrella Liability: \$5,000,000 each occurrence
- 5.3.4 The Contractor shall not commence any work under this contract, nor shall he allow any sub-contractor to commence any work until both he and the sub-contractor have provided the Owner with evidence that they have the required insurance in force.
- 5.3.5 A Certificate of Insurance shall be submitted to the Owner as evidence of such insurance. In addition, the contractor shall hold the Owner harmless from any and all accidents resulting in bodily injury or property damage during the life of this contract.
- 5.3.6 Contractor shall submit to the Owner as evidence a certificate of Ohio Workers Compensation Insurance: As required by the laws of the State of Ohio.

## **ARTICLE 6 CONTRACT AWARD**

### **6.1 AWARD AND EXECUTION OF CONTRACT**

- 6.1.1 The award of the Contract and execution of the Contract require that the successful Contractor submit the following Certifications within 10 days of the date of the Notice of Intent to Award on its behalf and any Subcontractor:
- A. Current Certificate of Ohio's Worker's Compensation Certificate; and updates through project completion.
  - B. Certificate of Insurance and copy of additional insured or loss payee endorsement. The school district reserves the right to request and receive a certified copy of the Contractors and Proposed Subcontractors insurance policies.
  - C. If bidder is an individual, partnership or non resident of the State, the Bidder must submit a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under ORC Section 153.05, r under ORC Section 4123.01 to 4123.94.
  - D. Affidavit of Delinquent Personal Property Tax.
  - E. Proof of Enrollment in good standing in the Ohio Bureau Of Workers Compensation Drug Free Workplace Program or equivalent OBWC approved DFWP in accordance with ORC Section 153.03 through 153.031.
- 6.1.2 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt of compliance documentation, the successful Bidder shall sign and deliver to the Owner said contract documents.
- 6.1.3 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60-day period may be extended.
- 6.1.4 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 6.1.5 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract.
- 6.1.6 The School District will prepare a Notice of Commencement in affidavit form.

### **6.2 SHOP DRAWINGS & SUBMITTALS**

- 6.2.1 Field dimensions shall be verified for all openings. All actual building dimensions, conditions, etc., required to receive new work shall be checked and verified at the jobsite (by the contractor) and new work shall be fabricated to fit said job conditions. It shall be the responsibility of the contractor for the window count and all measurements.
- 6.2.2 The successful bidder is required to furnish and submit the following no later than three (3) weeks from date of receipt of contract. All drawings, physical samples, and other submittals as required in this article must be approved by the Board of Education of Springboro Community City Schools.
- A. Two (2) original complete shop drawings showing the windows and all details of the work to be performed.
  - B. Two (2) sets of product literature, data, reports, color selections, and tests for each product type.
  - C. At owners request the following may be required:
    - 1. One (1) sample of projected vent window unit with fixed lite. The operating vent shall be equipped with the hardware specified and shall be glazed with 1" insulated glass.
    - 2. One (1) 12" x 12" samples of the specified 1" insulated glass.



6.3 PAYMENTS TO CONTRACTOR

6.3.1 Until the work is 50% complete, the Owner will pay, on a periodic basis, up to 92% of the material and labor costs. At the time the work is 50% complete and thereafter, if the manner of work and progress remains satisfactory, the Owner will make all payments in full. The full retainage may be reinstated if the manner of the work and its progress do not remain satisfactory to the Owner. The retainage shall be released to the contractor after final acceptance by the Owner.

6.4 EQUITABLE RELIEF

6.4.1 The Court of Common Pleas in the County in which the Project is located shall be exclusive jurisdiction for any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents,

**END OF SECTION**



# BID FORM

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**PROJECT:** 2018 Window Replacement Project at Springboro High School PH2 at  
1675 S. Main St., Springboro, OH 45066

**OWNER:** Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066

**FROM BIDDER:** \_\_\_\_\_

I. CONDITIONS:

- A. The undersigned, being familiar with local conditions affecting the work and with the plans and specifications entitled:

**2018 Window Replacement Project at Springboro High School PH2.**

for the Owner, including the Table of Contents, Bidding and Contract Requirements, Qualification Requirements and all specifications and drawings as detailed in the Table of Contents, and

**ADDENDA NOS.** \_\_\_\_ to \_\_\_\_,

inclusive, issued thereto, all as prepared by Springboro Community City Schools and on file in the office of the Business Manager, hereby proposes to provide and furnish all the labor, materials, tools, equipment and services necessary to perform everything required to complete in a workmanlike manner at the price stipulated in this bid, all in accordance with the above mentioned plans and specifications.

- B. The undersigned further agrees to begin work within 14 days after receiving a written "Notice to Proceed" and shall complete all work bid upon and required by the plans and specifications.
- C. Accompanying this bid is bid security in the form of a 100% bid guarantee and contract bond, conforming to the requirements of Section 153.54 of the Ohio Revised Code, or a certified check in an amount of 10% of the bid. Bid security will be retained by the Owner as liquidated damages in accordance with Section 153.54 if the undersigned fails to execute a contract in conformity with the specifications within ten days after award of the contract to the undersigned.



# BID FORM

---

**PROJECT:** 2018 Window Replacement Project at Springboro High School PH2 at  
1675 S. Main St., Springboro, OH 45066

**OWNER:** Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066

**FROM BIDDER:** \_\_\_\_\_

**II. BID PRICING ALL MATERIAL AND LABOR:**

**BASE BID:** \$ \_\_\_\_\_

**Sum in words:** \_\_\_\_\_

**III. BIDDER TO STATE:**

Manufacturer and Model of Window Being Bid:

\_\_\_\_\_

**III. AUTHENTICATION:**

1. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

2. BIDDER'S FULL NAME - \_\_\_\_\_  
Designate complete legal title of individual, partnership or corporation, and for corporation, the State \_\_\_\_\_ in which incorporated and authorized to do business.

Street Address \_\_\_\_\_

City State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. SIGNATURE – By: \_\_\_\_\_ Title: \_\_\_\_\_

4. DATE: \_\_\_\_\_



# **SUPPLEMENTAL BOND ACKNOWLEDGEMENT**

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**PROJECT:** 2018 Window Replacement Project at Springboro High School PH2 at  
1675 S. Main St., Springboro, OH 45066

**OWNER:** Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and his surety hereby acknowledge that the attached bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is one (1) year commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

<b><u>BIDDER</u></b>	<b><u>SURETY</u></b>
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
PHONE NO.: _____	PHONE NO.: _____

\*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/ Payment/ Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is one (1) year commencing on the [mal acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

<b><u>BIDDER</u></b>	<b><u>SURETY</u></b>
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
PHONE NO.: _____	PHONE NO.: _____

\*Attach Power of Attorney





# **BIDDER'S QUALIFICATIONS**

## **PART 1: General Information**

Company Name:

Physical Address:

Mailing Address:

Telephone No. (w/Area Code):

Fax No. (w/Area Code):

E-Mail Address:

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## **PART 2: Overall Experience**

Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

## **PART 3: Financial**

The apparent low Bidder shall submit, upon request of the Contracting Authority, either:

- a. An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b. A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

**This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.**

## **PART 4: Facilities & Equipment**

Indicate Bidder's relevant facilities and major equipment (leased or owned).

**PART 5: Similar Projects**

List five (5) completed projects similar of size and scope of work completed within the past 2 years, during school hours of operation. Include information such as, but not limited to, Project Name & Address, percentage of completion, Architect (if any), contact person, and contact's phone number.

**Project Name:** \_\_\_\_\_ **Year Completed:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Architect (if any):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone No.:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Year Completed:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Architect (if any):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone No.:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Year Completed:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Architect (if any):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone No.:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Year Completed:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Architect (if any):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone No.:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Year Completed:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Architect (if any):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone No.:** \_\_\_\_\_

**PART 6: Ongoing & Relevant Projects**

List three (3) ongoing and relevant projects currently under construction. Include information such as, but not limited to, Project Name & Address, percentage of completion, Architect (if any), and contact person.

**Project Name:** \_\_\_\_\_ **Percentage Completed:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Architect (if any):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone No.:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Percentage Completed:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Architect (if any):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone No.:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Percentage Completed:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Architect (if any):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone No.:** \_\_\_\_\_

**PART 7: Regulatory / Contractual**

Indicate all occurrences of the following in the last five (5) years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, project address, owner, contact person, contact phone number, contract amount, etc.

- a. Prevailing Wage violations or judgments.
- b. Affirmative Action violations.
- c. Contract abandonment, Contract termination, as either a prime- or sub-contractor, or Surety takeover.
- d. Debarment by State, federal or local jurisdictions.
- e. EPA/OSHA violations.
- f. Liquidated damages and Statutory Delay Forfeiture assessed.
- g. Drug-Free Workplace Violations (Provide evidence that the bidder is enrolled in, and in good standing in, a Drug Free Workplace Program approved by the Ohio Bureau of Workers' Compensation "OBWC").

**PART 8: Management**

Identify individuals assigned to this Project.

<b>Principal:</b>	_____	<b>Years with firm:</b>	_____
<b>Project Mgr.:</b>	_____	<b>Years with firm:</b>	_____
<b>Field Sup't.:</b>	_____	<b>Years with firm:</b>	_____

**PART 9: Certification**

I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name: \_\_\_\_\_

Authorized Official: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

# **PROPOSED SUBCONTRACTOR LISTING**

(To be completed by the Contractor)

(ALSO REFER TO QUALIFICATIONS SUBMITTAL REQUIREMENTS)

The Contractor shall provide a full listing of all Subcontractors he intends to use in the completion of this project Subcontractor listing shall include the specific work involved and the name and address of the Subcontractor.

If the Contractor elects to provide any or all of the listed services, he shall enter his own name in the subcontractor's column for the work involved. In the event this sheet is submitted by the Contractor with no Subcontractors it shall be understood as meaning the submitting Contractor intends to complete all work embodied in the Contract Documents without the use of any Subcontractors.

All Subcontractors shall be subject to the Owner's approval Contractors may, at their option list more than one Subcontractor for a specific portion of work. Failure of the Contractor to obtain the Owner's approval of a Subcontractor(s) shall in no way relieve the Contractor from completing the contract work as shown and described within the Contract Documents. The bidder shall not subcontract work totaling more than 50% of the total contract.

Upon Contract Award a complete listing of all Subcontractors and Suppliers is required.

<b><u>Name:</u></b>	<b><u>Federal ID Number:</u></b>
<b><u>Address</u></b>	
<b><u>City/State/Zip:</u></b>	
<b><u>Description of Work:</u></b>	
<b><u>Phone:</u></b>	<b><u>% of Base Bid Contract:</u></b>
<b><u>Name:</u></b>	<b><u>Federal ID Number:</u></b>
<b><u>Address</u></b>	
<b><u>City/State/Zip:</u></b>	
<b><u>Description of Work:</u></b>	
<b><u>Phone:</u></b>	<b><u>% of Base Bid Contract:</u></b>

**Duplicate page as needed**



# **CERTIFIED COPY OF CORPORATE RESOLUTION**

\_\_\_\_\_  
(Name of Company)

I hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_  
a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_,  
that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Board of said Corporation authorized  
(day) (month) (year)  
and approved a certain proposal to \_\_\_\_\_ for the construction  
(insert name of Owner)  
project known as \_\_\_\_\_ by said Corporation and any Contract  
(insert project name)  
resulting there from and empowered the \_\_\_\_\_ of said Corporation  
(insert title of Officer)  
to execute said Proposal and Contract for, and in behalf of, said Corporation; that said authority is  
not contrary to any provision in the articles of incorporation or code of regulations or code of by laws of  
said Corporation; that said authority has not been rescinded or modified; and that  
\_\_\_\_\_ is duly elected and acting \_\_\_\_\_  
(insert name of Officer) (insert title of Officer)  
of said Corporation.

In witness whereof, I have hereunto subscribed my name on \_\_\_\_\_ day of  
(day)  
\_\_\_\_\_, \_\_\_\_\_  
(month) (year)

\_\_\_\_\_  
Secretary





# **NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT: 2018 Window Replacement Project at Springboro High School PH2 at  
1675 S. Main St., Springboro, OH 45066**

**OWNER: Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066**

You are hereby notified that your Bid which was opened on \_\_\_\_\_ has been accepted for items in the amount of \$\_\_\_\_\_ at the unit bid prices as reflected in the bid tabulation contained herein for the Base Bid and.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

## **SPRINGBORO COMMUNITY CITY SCHOOLS**

\_\_\_\_\_  
John Pennell, Business Manager

\_\_\_\_\_  
Date

**DO NOT SIGN. FOR REFERENCE ONLY.  
OWNER WILL SEND SIGNED COPY.**

## **CONTRACTOR ACKNOWLEDGEMENT**

\_\_\_\_\_  
Authorized Contractor Representative Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

# **CONTRACT (DRAFT) Between Owner and Contractor**

**THIS AGREEMENT** made \_\_\_\_\_, by and between Springboro Community City Schools, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the Contractor.

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named, agree as follows:

**ARTICLE 1: SCOPE OF WORK**  
The contractor shall furnish all material and labor, per plans and specifications, for the 2018 Window Replacement Project at Springboro High School PH2 at 1675 S. Main St., Springboro, OH 45066.

**ARTICLE 2: CONTRACT SUM**  
The Owner shall pay the Contractor for the performance of said work, for a total sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars and no cents).

**ARTICLE 3: PROGRESS PAYMENTS**  
Owner will make monthly payments to Contractor upon requests thereof. Until the work 50% complete, the Owner will pay 92% of the amount due the Contractor on account of progress payments. At the time the work is 50% complete and thereafter, the Owner will pay 100% of the amount due the Contractor on account of progress payments.

**ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**  
Final payment shall be due 10 days after final acceptance by the Board of Education. This agreement is entered into as of the day and year first written above.

**OWNER**  
  
SPRINGBORO COMMUNITY CITY  
SCHOOLS

**CONTRACTOR**  
  
COMPANY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Purchase Order #** \_\_\_\_\_

# BIDDER'S INSURANCE AGENT'S AFFIDAVIT

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**PROJECT:** 2018 Window Replacement Project at Springboro High School PH2 at  
1675 S. Main St., Springboro, OH 45066

**OWNER:** Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066

I, \_\_\_\_\_, \_\_\_\_\_, first being duly  
(Name) (Title)

Sworn do state the following:

1. That I am an Insurance Agent licensed to transact business in the State of Ohio;
2. That I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;
3. That I am familiar with the insurance that \_\_\_\_\_(Bidder's Company Name) has in force, and that its insurance meets the contract requirements or that it can be amended or endorsed to meet the contract requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;
4. That all additional policies and/or endorsements required in the specifications are available;
5. That if an award of contract is made to the Bidder an insurance certificate(s) [2009 ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;
6. That I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in his bid;
7. That the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;
8. That this document neither affirmatively or negatively amends, extends nor alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

\_\_\_\_\_  
(Agent's Signature)

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
(Agent's Name)

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Fax)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Notary Public)



# PERSONAL PROPERTY TAXES AFFIDAVIT

Section 5719.042 of the Revised Code requires that all contracts let by competitive bid cause to be attached, prior to awarding the contract; a statement affirmed under oath that the person with whom the contract is to be made was not charged with any delinquent personal property tax in the county in which the taxing district has territory.

Please check of the following statements:

\_\_\_\_\_ I **do not** owe any Personal Property Taxes in \_\_\_\_\_ County.

\_\_\_\_\_ I **do** owe Personal Property Taxes in \_\_\_\_\_ County totaling  
\$\_\_\_\_\_.

This statement is freely and voluntarily given with full knowledge of the facts, of this \_\_\_\_\_ day of \_\_\_\_\_, AD, \_\_\_\_\_.

\_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires \_\_\_\_\_



**NOTICE TO PROCEED**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT: 2018 Window Replacement Project at Springboro High School PH2 at  
1675 S. Main St., Springboro, OH 45066**

**OWNER: Springboro Community City Schools, 1685 S. Main St., Springboro, OH 45066**

You are hereby notified to commence work in accordance with the Contract.

**SPRINGBORO COMMUNITY CITY SCHOOLS**

\_\_\_\_\_  
John Pennell, Business Manager

\_\_\_\_\_  
Date

**DO NOT SIGN. FOR REFERENCE ONLY.  
OWNER WILL SEND SIGNED COPY.**

**CONTRACTOR ACKNOWLEDGEMENT**

\_\_\_\_\_  
Authorized Contractor Representative Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title





# **CONTRACTOR'S GUARANTEE**

Contractor to submit this form with closeout documents.

**DATE:**

**BUILDING:**

**LOCATION:**

**OWNER:**

**DATE OF CONTRACT:**

**DATE OF SUBSTANTIAL  
COMPLETION:**

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The undersigned Contractor for all work on the above building, hereby guarantees all workmanship and/or materials installed by them or their Subcontractors to be of the quality that will comply with all specific requirements of the Specifications and other Contract Documents governing the work under the Contract for the above building, and insures the Owner against defects of material and/or workmanship for a period of one (1) year from and after the completion of the building and its acceptance by the Owner.

**CONTRACTOR:**

**BY:**

**TITLE:**

**DATE:**

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# **WAIVER OF ESCROW AGREEMENT**

In accordance with a certain Contract between the Springboro Community City Schools, (hereinafter referred to as "the Owner") and \_\_\_\_\_ ( hereinafter referred to as "the Contractor"), it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

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SPRINGBORO COMMUNITY CITY SCHOOLS  
John Pennell, Business Manager

---

CONTRACTOR NAME  
Authorized Representative Name



# ALUMINUM WINDOWS

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## SCOPE OF WORK

Furnish and install architectural aluminum windows complete with all hardware and related components as shown and specified in this section. The window 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. Window systems meeting this requirement are as follows:

**No other substitutions are permitted:**

- A. **BASIS OF DESIGN:** Capitol Aluminum and Glass Corporation – Model 325 ES  
1. Window model and type to match 2017 Phase I project.

## PERFORMANCE REQUIREMENTS

Testing shall be done in accordance with AAMA/WDMA/CSA 101/I.S.2/A440-08, NFRC 100 for aluminum prime windows. The window shall meet the performance requirements listed below. Provide test reports from accredited laboratories certifying the window performance requirements. **Test derived from products utilizing more than 2 cam handles on the ventilator sash shall not be acceptable.**

- A. Air Infiltration Test  
ASTM E283 - <0.01 cfm/ft<sup>2</sup> @ 6.24 psf (50 mph)
- B. Water Resistance Test  
ASTM E331/ASTM E547 - No leakage @ 15.0 psf
- C. Condensation Resistance Factor - Not less than 48 (Fixed Window)
- D. Thermal Performance Test  
NFRC 100 Computer Simulation - Not more than 0.32 (U-Value, Fixed Window)
- D. AW Performance Class - PG60
- E. Forced Entry Resistance  
ASTM F588 or AAMA 1302.5 - Grade 10

## CONSTRUCTION, MATERIALS, & HARDWARE

- A. Fabrication: Frame members comprising the main frame of the transom shall not be less than 3-4” deep. Operable sash members shall not be less than 2-1/2” in cross-sectional dimension and shall be of tubular design with a wall thickness not less than .125” thick. All joints shall be neatly joined, sealed, and secured by means of gusseting and mechanical staking. Ventilator sash shall either be recessed or shall be flush with the exterior face of the window main frame. **Overlap type sash shall not be acceptable.** Drip cap above ventilator sash if used, shall be an extruded integral part of the vent frame construction. Surface screw applied drip caps are not acceptable.
- B. Alloy: Aluminum shall be of commercial quality and of proper alloy for window construction free from the defects impairing strength and durability. All extruded sections shall be have 6063-T5 or 6063-T6 alloy temper.
- C. Hardware: Ventilator sash shall be balanced on two supporting 4 bar heavy-duty stainless steel hinge arms. Arms shall be designed with brass shoes operating in channels to provide sufficient friction to hold the sash firmly at any opening angle within their limits. Cam handles shall be white bronze and designed for hand or pole operation as required. Hardware and method of assembly shall not violate the thermal separation of the window frame or ventilator sash.
- D. Frame: Frame components shall be mortise and tenon and secured with screws into integral screw ports and each joint shall be back-sealed.
- E. Sash: Sash corners shall be mitered and internally reinforced with a gusset and crimped. All sash extrusions shall be tubular. Each sash shall have two rows of weather-stripping installed in specifically designed grooves in the sash extrusion.
- F. Weather-stripping: all sashes will have double weather-stripping made of thermoplastic elastomer product.
- G. Thermal Barrier: material shall be poured-in-place two part polyurethane. Non-structural thermal barriers are not acceptable.

- H. Glazing: Glazing materials shall be glazed against an integral fin with closed cell PVC foam tape or back-bedding tape and an extruded aluminum glazing bead with EPDM gasket meeting AAMA 800 specifications. An exterior heal bead of sealant shall be applied where the glazing material meets the glazing fin.
- I. Finish: Class I Dark Bronze Anodized
- J. Construction for Reducing Thermal Conduction: All frame and ventilator members shall be so designed to provide an insulating separation between exterior and interior surfaces incorporating a non-conductor material. *Such separation shall be not less than 1/4" wide* with a continuous interlocking connection between both interior extrusion and non-conductor material and exterior extrusion and non-conductor material. Hardware and the method of assembly shall not violate the thermal separation.

**SCREENS**

- A. All project-out vents shall receive sliding wicket screens. All screening shall be aluminum cloth, 18 x 16 mesh. Mesh color to be "charcoal". **Wicket doors or hinged screens are not acceptable.**

**INTEGRAL BLINDS AND BLIND SASH**

- A. Integral blinds shall be 5/8" wide, located between glass, as manufactured by Window Accessory Company Incorporated (WACI).
  - 1. The integral blind operator shall be #5005 Straight Knob.
    - a. **Blind operator shall not be removable.**
  - 2. The blind color shall be WACI standard color "Alabaster" to match Phase I project.
- B. Blind sash system shall be of extruded aluminum and shall have a nominal wall thickness of .050.
  - 1. The blind sash system shall be hinged to the window, non-lift off type, and have a single row of woolpile type weather-stripping installed in a specifically designed groove in the dust cover extrusion. **Lift off dust shield is not acceptable.**
  - 2. Frame color shall match window frame.
  - 3. The blind sash system shall be glazed with 1/4" clear tempered glass.
- C. The mini-blind system shall be factory installed on the interior side of the window unit and protected by a blind sash. Mini-blinds tilter mechanism shall be designed to hold and tilt slats at any angle and shall be mechanically actuated using a positive gear drive system. **Magnetic or string type actuators are not acceptable.**
- D. Location: West Elevation windows where indicated on drawings.

**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.**

**NEW ALUMINUM WINDOW SILLS**

- A. Install aluminum sills where indicated on drawings.
  - 1. New aluminum sills to be 0.063" smooth aluminum formed to fit each opening. See drawings for details. **Brake metal not acceptable.**
  - 2. Finish to be Class I Dark Bronze Anodized.

**SUBFRAME SYSTEM – METAL SASH WINDOW REPLACEMENT**

- A. Remove the entire existing metal sash window, including perimeter frame, from the masonry opening and prepare the opening to receive the new window units.
- B. Furnish and install into each opening an extruded aluminum base member with an aluminum snap retainer.
- C. Perimeter glazing tape shall be placed between the aluminum snap retainer and the window unit to provide a weather tight seal.

- D. The subframe base shall not be less than 3 7/16" deep with an integral glazing fin not less than 1-1/2" high with wall thicknesses not less than .080". Subframe base shall be designed to provide an insulating separation between exterior and interior surfaces incorporating a non-conductor material. Such separation shall not be less than 1/4" wide.
- E. Subframe base shall be secured to the masonry with appropriate fasteners and sealed thereto with Tremco DyMonic® FC Sealant.
- F. Window units shall be set into the subframe sill starter in a bed of sealant.
- G. Window units shall be set into the subframe base and shall be secured with the aluminum snap retainer.
- H. Tremco perimeter glazing tape shall be placed between the aluminum snap retainer and the window units to provide a weather-tight seal.
- I. Any trim angle to be used in conjunction with the subframe system shall be extruded aluminum and shall have a nominal wall thickness of .060". **Brake metal will not be permitted for this application.**

### WARRANTIES

- A. Windows: All windows furnished under this contract shall be guaranteed unconditionally by the manufacturer against defect in material and workmanship (except glass and screen) under normal use and service for a period of ten (10) years from date of installation. 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, screen, panels, and blinds) 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

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.

- A. 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.
- B. Owner shall disconnect and reconnect all existing or new alarms, exit signs, conduit, wiring, etc.
- C. Contractor shall wipe metal, glass, and trim down.
- D. The contractor shall remove all debris from the job site daily and shall maintain the job site in a safe and orderly manner.
- E. The contractor shall use 1/2" thick plywood for roof protection when installing the gymnasium windows.
- F. The contractor shall include in his bid all costs to provide protection of owner's landscaping for the duration of the project.
- G. All openings shall be securely closed at the end of each day's work.

### QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by inclusion in lists and by labels, test reports, and calculations.
- B. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.
- C. Source Limitations: Obtain all architectural aluminum products through one source from a single manufacturer.
- D. Pre-Installation Meeting: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.

### **INSPECTION**

- A. Inspect openings before beginning installation. Verify that openings are in accordance with approved shop drawings. Openings are to be within allowable tolerances, plumb, level, and clean. Provide a solid anchoring surface.

### **INSTALLATION**

- A. Use only skilled workmen with work done in accordance with approved shop drawings and specifications.
- B. Install windows plumb, square and adequately anchored to maintain positions permanently when subjected to normal thermal and building movement.
- C. Adjust windows for proper operation after installation.
- D. Furnish and apply sealants to provide a weather-tight installation at all joints and at opening perimeters. Wipe off excess material and leave all exposed surfaces and joints clean and smooth.
- E. Dissimilar Materials: Provide separation of aluminum materials from sources of corrosion or electrolytic action contact points.

### **END OF SECTION**



# **GLASS AND GLAZING**

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## **APPROVED GLASS MANUFACTURERS**

- A. PPG Industries
- B. Pilkington
- C. 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” bronze tempered
  - 2. Interior Lite: 1/4” Low-“E” Hardcoat Surface #3 tempered
  - 3. 1/2” Cavity: 1/2” inch (Air Fill) aluminum spacer
  - 4. 1/4" clear tempered glass in hinged blind access panel
- B. Glazing Designation G2:
  - 1. Exterior Lite: 1/4” bronze tempered
  - 2. Interior Lite: 1/4” Low-“E” Hardcoat Surface #3 tempered
  - 3. 1/2” Cavity: 1/2” inch (Air Fill) aluminum spacer

**END OF SECTION**