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END OF SECTION 00 01 00

00 10 00 REQUEST FOR BIDS

**LEGAL NOTICE**

Sealed bids for "**2018 Pavement Renovation Project**" for the Board of Education, Cardinal Local School District, Middlefield, Ohio will be received by the Board of Education at the office of:

Ms. Merry Lou Knuckles, Treasurer  
Cardinal Local School District  
15982 East High Street, P.O. Box 188  
Middlefield, Ohio 44062

until 10:00 A.M., current local time, on: **Friday, May 25, 2018**

and will be publicly opened and read aloud immediately thereafter and a report made by the Treasurer at the next meeting of the Board of Education.

The proposed work consists of all labor, materials, equipment, and services necessary for removing and resurfacing existing asphalt pavements, placing new asphalt paving installations, and related site improvements at Cardinal Middle school.

A mandatory Pre-bid Conference will be held at Cardinal Middle School, 16175 Alameda Drive, Middlefield, Ohio 44062 on Friday, May 11, 2018 at 9:30 A.M.; meet at the Main Entrance.

Each bid shall be submitted on forms furnished by the School District, and shall be accompanied by 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, issued by a Surety licensed to do business in the State of Ohio, and payable to Cardinal Local School District for the full amount of the sealed bid, or a certified check in an amount of 10% of the bid.

The School District reserves the right to reject any or all bids and to waive all informalities and to accept the bid or combination of base bid and any alternates that promote the best interest of the School District; an Equal Opportunity Employer.

Plans and specifications may be examined at the office noted above of the School District, and are available for viewing online at the School District's website: [cardinalschoolls.org](http://cardinalschoolls.org). Copies of complete bidding document sets may be obtained from SE Blueprint, 2035 Hamilton Avenue, Cleveland, Ohio 44114, (216) 214-2250.

Ms. Merry Lou Knuckles, Treasurer  
Cardinal Local School District

Advertise: May 3 and 10, 2018

END OF SECTION 00 10 00

DOCUMENT 00 20 00

INSTRUCTIONS TO BIDDERS - AIA

1.1 INSTRUCTIONS TO BIDDERS

These Instructions To Bidders amend or supplement the Instructions To Bidders (AIA Document A701, 1997 Edition) and other provisions of the Bidding and Contract Documents.

1.2 RELATED DOCUMENTS

- A. Document 00 02 00 - Invitation To Bid.
- B. Document 00 20 00 - Information Available To Bidders.
- C. Document 00 30 00 - Bid Form.
- D. Document 00 40 00 - Bid Security.
- E. Statement of Personal Property Tax Delinquency.
- F. Non-Collusion Affidavit.
- G. Qualifications Statement

2.0 SITE ASSESSMENT

2.1 SITE EXAMINATION

- A. Examine the project site and become familiar with the conditions under which the work will be done before submitting a bid.

2.2 PRE-BID CONFERENCE

- A. A pre-bid conference will be held at the site as stated in Section 00 10 00.
- B. All Bidders are required to attend.
- C. Representatives of the Owner and the Project Administrator will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

3. OTHER INSTRUCTIONS

3.1 TAXES

- A. The Owner is exempt from payment of Ohio State Retail Sales Tax. Bids shall include cost of other applicable taxes as they affect this project.

3.2 SUMMARY OF THE WORK - See Section 01 01 00.

3.3 ALTERNATES - See Section 01 03 00 - ALTERNATES.

3.4 STANDARDS - SUBSTITUTIONS

- A. SUBSTITUTIONS will be processed in accordance with 3.3 of AIA A701 except that the Project Administrator will approve during bidding only for acceptability in bidding.
- B. ADAPTABILITY of materials and equipment, other than specified make and model, to space available and for accessibility for maintenance and repair is the responsibility of the Contractor.
- C. UNAVAILABILITY OF SPECIFIED PRODUCTS arising during construction is cause for the Contractor to submit equal products for consideration.
- D. CATALOG REFERENCE is to current edition.
- E. Equal shall mean "equal in the opinion of the Project Administrator" and is implied for all proprietary products whether so stated or not unless a specific product is named "for the base bid".
- F. Requests to be considered as an equal product shall be submitted to the Project Administrator in writing at least 96 hours in advance of the bids. Accepted equal products, if any, will be added to the specifications by addendum.

3.5 EMPLOYMENT REGULATIONS -

- A. The Contractor shall comply with affirmative action and equal opportunity employment regulations of contracting and governing authority.
- B. The Contractor shall comply with all State of Ohio employment regulations including those for drug testing in the work place.

3.6 ESTIMATE - Estimate of cost required by Section 153.12 of the Revised Code of the State of Ohio is \$450,00.00

3.7 LATE COMPLETION PENALTY - See 01 01 00 - SUMMARY OF THE WORK.

3.8 BUILDING PERMITS - All required building permits and local authorities inspections shall be obtained and paid for by the Contractor.

END OF INSTRUCTIONS TO BIDDERS

PROJECT LOCATION MAP



SECTION 00 30 00 - PROPOSAL FORM

TO THE OWNER: Board of Education  
Cardinal Local School District  
15982 East High Street, P.O. Box 188  
Middlefield, Ohio 44062

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

I. CONDITIONS

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

**2018 PAVEMENT RENOVATION PROJECT**

for the Owner, including the Table of Contents, Bidding and Contract Requirements, General Requirements and all trade section Specifications and drawings as enumerated in the Table of Contents, and

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

inclusive, issued thereto, all as issued by Cardinal Local School District and on file in the offices of the Owner, 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 any one or more of the base bids bid upon, 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 "Order to Proceed" and shall complete all work bid upon and required by the plans and specifications ready for occupancy **not later than Friday August 3, 2018.**
- C. Accompanying this bid is bid security in the form of a 100% Bid Guarantee and Contract Bond, conforming to the requirements of Section 153.571 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 for 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.

II. BID ITEMS

A. BASE BID - ALL WORK , as defined in Section 01 01 00:

Labor \_\_\_\_\_ Dollars \$

Materials \_\_\_\_\_ Dollars \$

Total Labor  
 and Materials \_\_\_\_\_ Dollars \$

B. ALTERNATE BIDS

1. GENERAL NOTES

- a. The Base Bid may be increased or decreased in accordance with such of the following alternate bids as may be accepted by the Owner.
- b. The Bidder is required to bid on all alternates pertaining to the Base Bid. In the event the Bidder does not desire to make a change from the Base Bid price they shall so indicate by inserting the words "No Change" or "N.C."
- c. See Section 01 03 00 - Alternates.

2. ALTERNATE BIDS

<u>Number</u>	<u>Title</u>	State add Or deduct	Total Labor & Materials
1	Traffic Guardposts	Add	\$
2	Shoulder Pavement	Add	\$ _____

C. UNIT PRICES

1. GENERAL NOTES

- a. Price stated includes cost to be added to the contract price for removal and disposal off-site of existing material and replacement with new material.
- b. The Bidder is required to bid on all Unit Prices.

A. SUBSTITUTIONS

- 1. It is understood and agreed that the bid submitted is based on furnishing materials and methods specified or for which specific alternates are listed to be bid upon.
- 2. Bids on substitutions shall be entered upon the Substitution Sheet attached to this Bid Form and will not be a factor in determining the low bid.

B. 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 Code \_\_\_\_\_

e-mail Address \_\_\_\_\_

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

3. SIGNATURE - By \_\_\_\_\_ Title \_\_\_\_\_

END OF SECTION 00 30 00



**Document 00 43 13 - Bid Security Form**  
**State of Ohio Standard Requirements for Public Facility Construction**

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( Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571 )

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_ as Sureties,  
are hereby held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Obligee(s), in the penal sum of the dollar amount of the Bid submitted by the Principal  
to the Obligee on \_\_\_\_\_ (date) to undertake the Project known as:

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Description: \_\_\_\_\_  
(e.g., General Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids 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 preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including 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 the above referenced 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, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum 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 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers 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 Subcontractor, Material Suppliers 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 said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:**

x \_\_\_\_\_

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

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

**SURETY:**

x \_\_\_\_\_

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

Attorney-in-Fact

**SURETY INFORMATION:**

\_\_\_\_\_  
Street

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

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

**SURETY AGENT'S INFORMATION:**

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

\_\_\_\_\_  
Street

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

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

**END OF DOCUMENT**

SECTION 00 44 00

SUBSTITUTION LISTING

To: Cardinal Local School District  
hereinafter called 'Owner'

1. Pursuant to bidding requirements for the work titled:  
  
2018 PAVEMENT RENOVATION PROJECT

The Contract Sum proposed by the undersigned on the bid form is for the Work as shown on the Drawings, described in the Specifications, and otherwise defined in the contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder's proposed Contract Sum will be reduced by the amount shown.

- 2.

Specified product or material	Drawing number or Spec. Section	Proposed Substitution	Proposed reduction in Contract Sum:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Provide Signature identical to that shown on the Bid Form.

Bidder:

\_\_\_\_\_

By:

\_\_\_\_\_

END OF SECTION 00 44 00

SECTION 00 50 00

AGREEMENT

00 50 10 AGREEMENT

.1 This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

by and between \_\_\_\_\_

hereinafter called the "Contractor" and

Cardinal Local School District  
16000 East High Street  
Middlefield, Ohio 44062

hereinafter called the "Owner".

.2 The Contractor and the Owner for the consideration stated herein agree as follows:

00 50 20 SCOPE OF WORK

.1 The Contractor shall perform everything required to be performed and complete in a workmanlike manner the following contract or contracts for the work as defined in Section 01 01 00 - Summary of the Work, of the specifications:

- ALL WORK OF ALL TRADES

in connection with the construction of

2018 PAVEMENT RENOVATION PROJECT

for the Owner, all in strict accordance with the bidding documents, and in strict compliance with the contract documents listed hereinafter, which are a part of this Agreement.

. The Contractor agrees to all conditions of the drawings and specifications without any reservation or exception.

00 50 30 THE CONTRACT PRICE

.1 The Owner will pay and the Contractor will accept in full consideration for the performance of this contract, subject to additions or deductions by change order as provided for in Section 00 70 10 - General Conditions of the Contract, in current funds, the contract price computed as follows:

Base Bid \_\_\_\_\_ Dollars

\$ \_\_\_\_\_

Alternate Bids Accepted

<u>Alternate No.</u>	<u>Title</u>	<u>Amount</u>
Net Total of Alternate Bids Accepted - (ADD) (DEDUCT)		.....\$ _____

Net Total of Contract Price.....

\$ \_\_\_\_\_ Dollars.

The Net Total Contract Price is broken down as follows:

Labor .....	\$ _____
Materials .....	\$ _____
Total .....	\$ _____

.2 Payments will be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this agreement.

00 50 40 THE CONTRACT DOCUMENTS

- .1 The contract documents consist of the following, all of which are as fully a part hereof as if herein set out verbatim, or if not attached, as if here attached:
  - .1 This Agreement, including alternates as accepted;
  - .2 Conditions of the Contract, including Modifications as defined therein;
  - .3 Drawings as enumerated in the Table of Contents to the Specifications;
  - .4 Specifications, including all Divisions and Sections in the Table of Contents;
  - .5 Addenda numbers \_\_ to \_\_, inclusive;
  - .6 Request for Bids;
  - .7 Instructions to Bidders;
  - .8 The Contractor's Bid;
  - .9 Contract Bond.

00 50 50 SIGNATURES

.1 IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts the day and year first above written.

Contractor \_\_\_\_\_

By \_\_\_\_\_ Title

Attest: \_\_\_\_\_

Owner – Cardinal Local School District  
By - Board of Education

\_\_\_\_\_ Board President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

00 50 60 INSTRUCTIONS TO CONTRACTOR FOR EXECUTING AGREEMENT

- .1 IF A CORPORATION, the following Certificate must be executed under the corporate seal by some other officer of the Corporation than the officer signing the agreement:
  - .1 I \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Contractor therein above; that \_\_\_\_\_ who signed the agreement on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said agreement was duly signed for and in behalf of said Corporation by authority of the governing body, and is within the scope of its corporate powers.

Signature of Certifying Officer \_\_\_\_\_

- .2 In lieu of the foregoing there may be attached copies of records of the Corporation which will show the authority of the officer(s) signing, duly certified by the secretary to be true copies.
- .2 IF A PARTNERSHIP, each partner should sign. If not signed by each partner, there should be attached a power of attorney evidencing the authority of the signer(s) to sign in behalf of the partnership.
- .3 IF AN INDIVIDUAL, the trade name should be indicated, and the agreement signed by such individual. If signed by other than the Contractor there should be attached a power of attorney evidencing the authority of the signer(s) to execute such agreement in behalf of the Contractor.

00 50 70 CERTIFICATION OF FUNDS

- .1 I hereby certify that the funds required for payment of the above obligation, at the time of making of such contract and at the time of execution of this certification, were lawfully appropriated for such purposes and were in the treasury or in process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Cardinal Local School District  
Board of Education

Date \_\_\_\_\_

\_\_\_\_\_

Treasurer

Date \_\_\_\_\_

\_\_\_\_\_

Board President

Date \_\_\_\_\_

\_\_\_\_\_

Superintendent

END OF SECTION 00 50 00

SECTION 00 60 00

BONDS AND CERTIFICATES

A. CONTRACT BOND

- .1 BID SECURITY BY BOND shall constitute a Combination Bid and Performance Bond as stipulated in Section 153.54 of the Ohio Revised Code.
- .2 BID SECURITY BY CERTIFIED CHECK or other means provided in Section 153.54 O.R.C. will require the furnishing of a bond in the amount of the Contract. The Bond shall be substantially in the form stipulated in Section 153.57 O.R.C.
- .3 INSTRUCTIONS FOR EXECUTION
  - .1 The Bond shall be in amount of one hundred percent (100%) of the contract price, including add alternates, dated the same day as the contract agreement.
  - .2 The Bond must be accompanied by a Power of Attorney dated the same date as the bond and a copy of a Financial Report of the Surety.
  - .3 For Principal, and for Surety, designate complete legal title, and, for corporation, the State in which incorporated and authorized to do business.
  - .4 If the Surety is not an Ohio Company, a current certificate of authorization to do business in Ohio shall accompany each copy.
  - .5 The Surety must be rated "A-" or better by A.M. Best, and have a U.S. Treasury listing.

B. CERTIFICATES

- .1 CERTIFICATION OF INSURANCE is required; see Section 00 81 10.
- .2 WORKERS' COMPENSATION certification will be required.
- .3 PERSONAL PROPERTY TAXES - Pursuant to AM Sub. HB 379, Section 5719.042 of the Ohio Revised Code, each Bidder shall provide with his bid a statement indicating that the bidder does or does not have delinquent personal property taxes.
- .4 NON-COLLUSION AFFIDAVIT is required from each bidder with their bid.

END OF SECTION 00 60 00

SECTION 00 70 10

GENERAL CONDITIONS OF THE CONTRACT

A. GENERAL NOTE

- .1 AIA Document A201-1997 "General Conditions of the Contract for Construction", in its entirety shall be included by reference as a part of the contract documents, including Supplementary Conditions in Section 00 81 10.

END OF SECTION 00 70 10



SECTION 00 81 10  
SUPPLEMENTARY CONDITIONS

- I. These conditions supplement AIA Document A201-1997 referenced in Section 00 70 10 General Conditions of the Contract.
- A. ARTICLE 1 - Add the following paragraphs:
- 1.1.3.1 OFF-SITE LABOR OR PROCEDURES - Extra costs resulting from reconciliation of off-site and on-site labor practices shall be included in the contract price.
  - 1.1.3.2 WORK NECESSARY AFTER REGULAR WORKING HOURS - Work necessary to be performed Saturdays, Sundays, legal holidays, or after regular working hours, shall be performed without additional expense to the Owner.
- B. ARTICLE 3 - Add the following paragraphs:
- 3.5.1.1 WORK CONTRACTOR CANNOT WARRANT - Should the Contractor feel that the Contract Documents call for work which he cannot warrant, he shall so state in writing, prior to proceeding with such work. Proceeding with such work will constitute acceptance of warranty conditions.
  - 3.7.1.1 BUILDING PERMITS, INSPECTIONS, LICENSES AND NOTICES are the entire responsibility of the Contractor, including all fees.
  - 3.12.3.1 SUBMISSION OF SHOP DRAWINGS AND SAMPLES - Furnish shop drawings and product data in quadruplicate, to the Architect for approval, of fabricated materials, equipment and of proprietary equipment. Furnish samples of natural materials and finish materials which are specified to a quality grade finish or for which approval of color, texture, pattern, etc. is specified. Samples of natural materials shall show extremes of range of color, texture, quality and other characteristics; sets may combine more than one characteristic provided range of each characteristic is represented; submit in duplicate.
  - 3.15.3 CLEANING - The Contractor shall clean pre-finished surfaces (such as aluminum, plastics, factory finish) installed under his contract, leaving such surfaces in condition equal to original finish. Cleaning methods shall not damage original finish. He shall leave the work and premises broom clean.
- C. ARTICLE 4 - Add the following paragraphs:
- 4.6.2.1 ARBITRATION - The Owner reserves the right to waive arbitration and litigate for a judgment in a court of law having jurisdiction."
- D. ARTICLE 8 - Add the following paragraphs:
- 8.3.4 CONTRACTOR'S DELAY - If the Contractor fails to meet the agreed upon construction completion date (except as provided in 8.3.1) he shall be liable for any additional expense of inspection and administration incurred by the Owner

E. ARTICLE 9 - Add the following paragraphs:

9.6.1.1 APPLICATIONS FOR PAYMENT TO THE CONTRACTOR - See Section  
01 30 00

F. ARTICLE 11 - Add the following paragraphs:

11.1.4 INSURANCE

A) OBLIGATION TO PURCHASE AND MAINTAIN - Contractor shall purchase and maintain such insurance as will protect Owner from all claims which may arise out of or result from the performance of the work or any other obligation of Contractor under the Contract Documents, whether such performance is by Contractor, a subcontractor, anyone directly or indirectly employed or engaged by Contractor or a subcontractor, or anyone for whose acts they may be liable. The coverage of such insurance shall be on an occurrence basis, shall name Owner as an additional insured, and shall include but not be limited to the following hazards and endorsements:

- 1) COMPREHENSIVE GENERAL LIABILITY INSURANCE including
  - a) Bodily injury,
  - b) Property damage, including broad form property damage endorsement,
  - c) Completed operations hazard,
  - d) Products hazard,
  - e) Underground property damage hazard,
  - f) Contractual broad form liability coverage,
  - g) Personal injury endorsement.
- 2) AUTOMOBILE AND MOBILE EQUIPMENT LIABILITY INSURANCE (to include all owned, non-owned and hired vehicles), including
  - a) Bodily injury,
  - b) Property damage.
- 3) MINIMUM LIMITS - For each coverage specified in 1) and 2) above, the minimum limits shall be Two Million Dollars (\$2,000,000.00) combined single limit, which may take the form of primary coverage with a combined single limit of One Million Dollars (\$1,000,000.00) in combination with umbrella or excess coverage of the remaining One Million Dollars (\$1,000,000.00).
- 4) PROPERTY INSURANCE for materials stored off the site or in transit. The minimum limit shall be at least equal to the Materials cost given in the agreement between the Owner and the Contractor.

B) LICENSED INSURERS REQUIRED - All insurance shall be with insurers licensed by the State of Ohio, Department of Insurance to do business in Ohio.

C) CERTIFICATION OF COMPLIANCE - Contractor shall furnish Owner with a certificate of compliance on ACORD Certificate of Insurance 25-S and an original of AIA Document G715 Supplemental Attachment for ACORD Certificate of Insurance 25-S, or approved equivalent.

Certificate shall provide for thirty (30) days advance written notice of cancellation to Owner.

- 1) OWNER shall be a named an Additional Insured.

D) **INSURANCE REQUIRED BEFORE WORK TO COMMENCE** - Contractor shall not commence work until all insurance required by this Section shall have been obtained by Contractor and approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the Subcontractor shall have obtained, and contractor shall have approved such insurance.

11.1.5 **INDEMNITY AND DEFENSE** - Contractor shall indemnify and defend Owner, the individual members of the Board of Education of the Cardinal Local School District, and all officials and employees of Owner from and against all claims, actions, losses, damages, liabilities and expenses (including but not limited to court costs and attorneys' fees) that may arise during, or be caused by, the performance of the Work and/or other obligation of Contractor under the Contract Documents, whether such performance or obligation is by Contractor, a Subcontractor, anyone directly or indirectly employed or engaged by Contractor or a Subcontractor or a Sub-subcontractor, or anyone for whose acts they may be liable.

11.1.6 **WORKERS' COMPENSATION COVERAGE** - Contractor shall pay when due all premiums required by the State of Ohio to maintain in effect the Workers' Compensation coverage required by Ohio law. Contractor shall furnish Owner with a certificate of premium payment from the State of Ohio, Industrial Commission, Bureau of Workers' Compensation. Contractor shall cause all subcontractors to maintain required workers' compensation coverage in effect and to provide Contractor and, on request, Owner, with certificates of premium payment as described above.

11.5.2 **CONTRACT BOND** - The Contractor shall furnish a contract bond as stipulated in paragraphs 00 60 00 of these specifications as surety for the faithful performance of the contract and for the payment of all persons performing labor on the project and/or furnishing materials in connection with the contract. The Surety shall be a duly authorized company satisfactory to the Owner.

END OF SECTION 00 81 10

SECTION 01 01 00

SUMMARY OF WORK

PART I. GENERAL

I. SECTION INCLUDES

A. Contract Description.

1. Work by the Owner.
2. Contractor use of site.
3. Work Sequence.
4. Owner occupancy.
5. Definitions.

II. CONTRACT DESCRIPTION

A. Contract type: See Section 00 50 00.

B. This project consists of Prime Contract as specified in this article. The Contract includes the provisions of Divisions 0 and 1 as well as all labor, material, tools, equipment, utility and transportation services necessary to complete the following: See Section 01 03 00 for Alternates. Contractor(s) shall be responsible for final cleaning related to their Work. Contractor(s) shall be responsible for demolition work related to the work as specified in Division 2.

1. **BASE BID** shall include all work of all trades, and related work as shown on the drawings and/or in the specifications, and including Lead Contractor responsibility for scheduling and coordination of all work of the project.

C. DEFINITION of the Contractor as used in this Division 1 is the Prime Contractor.

D. ITEMS PROVIDED BY OWNER

1. MAINTENANCE OF NEW WORK directly related to any occupancy of the Owner will be done by the Owner, provided the work is complete and accepted by the Owner.

E. SCHEDULE

1. Contractor shall be, responsible to coordinate, expedite, plan and sequence all phases of the Contract work. Contractor shall diligently and continuously prosecute the work to assure completion within the agreed time; however, in so doing they shall comply with all requirements of the contract documents.
2. The Contractor shall establish a time-progress schedule for all the work of all trades.
3. The Contractor shall set up a time/progress schedule, maintaining the progress and provide updated information weekly to keep the schedule current.

- a. The Contractor shall furnish copies of the schedule to the Owner, the Architect and all interested parties.
  - b. The Contractor shall provide sufficient and adequate labor, materials and equipment necessary to coordinate all phases of the work to the end that the approved construction schedule can be adhered to and Contract completion date met.
  - c. The Contractor shall appoint a qualified and experienced Superintendent for this project.
  4. BEGINNING - On-site work may begin on or about **May 30**, 2018.
  5. TIME OF COMPLETION is as stated on the Bid Form, but not later than **August 3**, 2018.
  6. LATE COMPLETION PENALTY, \$500.00 per day liquidated damages, shall be paid to the Owner by any Contractor whose work is not complete and accepted for occupancy by the Owner by the completion date in paragraph 5 above.
  7. CONSTRUCTION EVENTS – The Contractor shall arrange and schedule his work so that work is left secured against weather, insects and vandalism at the end of work day.
- F. PROJECT FIELD CONDITIONS
1. GENERAL
    - a. Existing Conditions shown on the drawings are based on available record data. The Contractor is responsible for visiting the site, as specified in AIA Document A701 reference in Section 00 20 00, to determine existing conditions under which the work must be accomplished and verifying conditions related to their work. No provision will be made for failure to do so.
  2. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS - See Section 01 50 00 for general requirements.
  3. COORDINATION - The Contractor shall be responsible for coordination of all construction activities. Contractor shall consult all drawings, specifications and details of the work, to avoid interferences and delay, shall render assistance in any way they can in expediting the work and shall coordinate their work.
  4. AREAS OF OPERATIONS - Construction operations on the site shall be confined to actual work areas.
  5. MATERIAL STORAGE, shanties, staging areas, etc. shall be confined to limits to be established by the Owner, see Section 01 50 00.
  6. MAINTENANCE OF SITE - The Contractor shall be responsible to maintain the site and building in a clean and orderly condition.
  7. EXISTING UNDERGROUND INSTALLATIONS - Attention is expressly directed to the possibility of unrecorded underground installations. Contractor shall exercise extreme care in excavation operations and shall report unrecorded findings immediately to the Architect and agree upon disposition of same before proceeding any further.
    - a. Note requirements of Section 153.64 of the Ohio Revised Code regarding notification of utility companies before beginning underground work.
  8. CUTTING AND PATCHING – The Contractor shall be responsible for costs of cutting and patching construction necessary for his work, including cutting and repair of plumbing, mechanical and electrical systems by qualified workers skilled and experienced in those trades. Cutting shall be confined to the minimum amount necessary for the Contractor’s work.
    - a. Patching, filling and finishing of work, materials, equipment and finishes shall be done by qualified workers skilled and experienced in the trades required to produce work which is equal to, and a match of, existing, adjoining or related surfaces and finishes.
- G. OWNER’S USE OF THE SITE.
1. The existing building will be in continuous use during the construction. Care will be taken to avoid interference with the Owner’s use and occupancy of the building.

2. The Contractor shall secure the construction area to insure the safety and security of the building and Occupants.
3. The Owner reserves the right to occupy portions of the construction area as they are completed.
4. The Owner may have independent construction projects and maintenance work proceeding during the period of construction. Contractor shall cooperate with such other Contractors and the maintenance staff in scheduling and completing the work.

END OF SECTION 01 01 00

SECTION 01 03 00

ALTERNATES

PART I. GENERAL

A. SECTION INCLUDES

1. Alternative submission procedures.
2. Documentation of changes to Contract Sum/Price.

B. RELATED SECTIONS

1. Section 01 30 00 - Submittals:
2. Section 01 60 00 - Material and Equipment: Product options and substitutions.

C. SUBMISSION REQUIREMENTS

1. The Bidder must submit with their Base Bid, a bid on each Alternate pertaining to that respective bid.
2. Alternates are modifications to the Base Bid and shall not be interdependent.
3. Submit Alternates identifying the effect on adjacent or related components. Deviations and variations in related materials or equipment necessary to the acceptance of any Alternate shall be included in the price for that Alternate.
4. Alternates quoted on Bid Form will be reviewed and accepted or rejected at the Owner's option. Accepted Alternate(s) will be identified in the Owner-Contractor Agreement.
5. Coordinate related work and modify surrounding work to integrate the Work of each Alternate to insure that Work affected by each accepted Alternate is complete and fully integrated into the Project.

D. SCHEDULE OF ALTERNATES

1. ALTERNATE NO. 1 – \_\_\_\_\_
  - a. Under the Base Bid, \_\_\_\_\_.
  - b. State the amount to be added to, or deducted from, the contract price if \_\_\_\_\_.

PART 2 PRODUCTS  
Not Used.

PART 3 EXECUTION  
Not Used.

END OF SECTION 01 03 00

SECTION 01 30 00

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules / site use diagram.
- C. Proposed Products list.
- D. Product Data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.
- M. Applications for payment.

1.2 RELATED SECTIONS

- A. Section 01 40 00 - Quality Control: Manufacturers' field services and reports.
- B. Section 01 70 00 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Transmittal Form acceptable to the Project Administrator.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.



- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and submit electronically to the Project Administrator and/or Others as may be directed by the Owner. Coordinate submission of related items.
- E. For each submittal for review, allow 7 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Project Administrator's submittal review stamps.
- H. When revised for re-submission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- J. Submittals not requested will not be recognized or processed.

#### 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. The Contractor shall submit an initial schedule and building use diagram in duplicate within 7 days after date of Owner-Contractor Agreement or the established in Notice to Proceed.
- B. Review and coordinate schedule and site use with the all Subcontractors, the Project Administrator and the Owner. Once agreed to by all parties the schedule will serve as the project schedule for the duration.
- C. Submit revised schedules and diagrams with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated chart with separate line for each major portion of Work or operation identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner.
- H. Indicate proposed time frame of work within the existing building for the Owner's approval.

## 1.5 PROPOSED PRODUCTS LIST

- A. Within 7 days after date of Owner-Contractor Agreement or Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

## 1.6 PRODUCT DATA

- A. Product Data For Review:
  - 1. Submit to Project Administrator for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
  - 2. After review, provide hard copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01 70 00 - CONTRACT CLOSEOUT.
- B. Product Data For Information:
  - 1. Submitted for the Project Administrator for the Owner.
- C. Product Data For Project Closeout:
  - 1. Submitted for the Owner's benefit during and after project completion.
- D. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Project Administrator.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this project.
- F. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- G. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 70 00 - CONTRACT CLOSEOUT.

## 1.7 SHOP DRAWINGS

- A. Shop Drawings For Review:
  - 1. Submit to Project Administrator for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
  - 2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01 70 00 - CONTRACT CLOSEOUT.
- B. Shop Drawings For Information:
  - 1. Submitted to the Project Administrator for the Owner.

- C. Shop Drawings For Project Close-out:
  - 1. Submitted for the Owner's benefit during and after project completion.
- D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. Submit in the form of one electronic copy such as PDF file and or CAD file.

## 1.8 SAMPLES

- A. Samples For Review:
  - 1. Submitted to Project Administrator for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
  - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01 70 00 - CONTRACT CLOSEOUT.
- B. Samples For Information:
  - 1. Submitted to the Project Administrator for the Owner.
- C. Samples For Selection:
  - 1. Submitted to Project Administrator for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for selection by the Owner.
  - 3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01 70 00 - CONTRACT CLOSEOUT.
- D. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- E. Include identification on each sample, with full project information.
- F. Submit the number of samples specified in individual specification sections; one of which will be retained by the Project Administrator.
- G. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- H. Samples will not be used for testing purposes unless specifically stated in the specification section.

## 1.9 DESIGN DATA

- A. Submit to the Project Administrator for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.10 TEST REPORTS

- A. Submit to Project Administrator for the Owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.11 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Project Administrator, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Project Administrator.

#### 1.12 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Project Administrator for delivery to owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Refer to Section 01 40 00 - Quality Control, Manufacturers' Field Services article.

#### 1.13 MANUFACTURER'S FIELD REPORTS

- A. Submit reports to the Project Administrator for the Owner's record.
- B. Submit reports within 3 days of observation to Project Administrator.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.15 SCHEDULE OF VALUES

- A. SCHEDULE OF VALUES - Immediately upon award of a contract and as stipulated in Section 00701, the Contractor shall submit a Schedule of Values to the Project Administrator of labor and materials for subcontracts and other costs of the Contract.
- B. LIST OF SUBCONTRACTORS - With the Schedule of Values, the Contractor shall submit to the Project Administrator for approval a complete list of Subcontractors, Material Suppliers and manufacturers proposed for the project.

### 1.16 APPLICATIONS FOR PAYMENT

- A. Partial monthly payments will be made by the Owner on the basis of valuation of work performed during the preceding calendar month, including cost of materials for the project suitably stored on or off the site of the project, and in accordance with Section 00 70 10, less 8% to be withheld on first 50% of completed labor and materials as provided by law.
- B. The Contractor shall submit to the Project Administrator, not later than the day of each calendar month as agreed upon with the Owner at the beginning of work, five original notarized copies of each application for payment on AIA forms G702 and G703, based upon and itemized in the form of the Schedule of Values.
- C. The Project Administrator will approve the Contractor's application for payment for such amount as he decides to be properly due. If corrections are necessary, the Contractor shall revise the application in accordance with amounts approved by the Project Administrator. Within seven days after the Contractor has submitted the application to the Project Administrator, in the correct form and amounts which the Project Administrator will approve, the Project Administrator will forward a certified copy to the Owner for payment.
- D. Within twenty one days after receipt of the certified application, the Owner will make payment to the Contractor.
- E. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.
- F. With each application for payment, the Contractor shall furnish, on the equivalent of Ohio Legal Blank Co. form 47 or 49 or AIA Document G706 or G706A, an affidavit, including a Release of Liens from each Subcontractor and Material Supplier, evidencing that amounts claimed are in fact due and that the Contractor is in compliance with 0136.5.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

Not Used.

END OF SECTION 01 30 00

SECTION 01 40 00

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.
- D. Inspecting and testing laboratory services.
- E. Manufacturers' field services.

1.2 RELATED SECTIONS

- A. Section 01 30 00 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01 60 00 - Material and Equipment: Requirements for material and product quality.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

#### 1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Project Administrator before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

#### 1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade organization, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.6 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Project Administrator 30 days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 30 00 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

#### PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that existing site conditions are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

### 3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION 01 40 00



SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking and progress cleaning.

1.2 RELATED SECTIONS

- A. Section 01 70 00 - Contract Closeout: Final cleaning.

1.3 TEMPORARY ELECTRICITY

- A. Temporary power is available off the existing building system. Use of Owner's Facilities is contingent upon reasonable use, and shall not in any way interfere with Owner's activities or requirements.
- B. The Contractor shall provide properly grounded power outlets off flexible power cords as required for his operations.
- C. Temporary power distribution system shall comply with all OSHA requirements including ground fault protection. Outlets to be NEMA polarized type.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. The Contractor shall maintain lighting for construction operations off the existing lighting system. Maintain 20 foot candle illumination level using existing or temporary fixtures.
- B. Maintain lighting and provide routine repairs for construction lighting.

1.5 TEMPORARY HEATING AND COOLING

- A. The Contractor shall provide maintain specified conditions for construction operations using the existing systems.
- B. The filters shall be changed and equipment cleaned and serviced at the conclusion of construction operations.

- C. Maintain a minimum ambient temperature of at least 50 degrees F in areas where construction is in progress, unless indicated otherwise in product sections.

#### 1.6 TEMPORARY VENTILATION

- A. The Contractor shall ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

#### 1.7 TELEPHONE SERVICE

- A. The Contractor shall provide cellular phone service to on-site personnel at time of project mobilization and throughout the duration of the project.

#### 1.8 FACSIMILE SERVICE

- A. Not Used.

#### 1.9 TEMPORARY WATER SERVICE

- A. Water will be available off the existing building system. Use of Owner's facilities is contingent upon reasonable use, and shall not in any way interfere with Owner's activities or requirements.

#### 1.10 TEMPORARY SANITARY FACILITIES

- A. Existing toilets for the construction personnel's use will not be designated by the Owner. The Contractor shall provide temporary construction toilet facilities and maintain them in a clean and properly serviced condition at all times during the project.

#### 1.11 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas.
- B. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- C. In addition to any other means and methods the Contractor employs to protect persons and property, Contractor shall provide suitable barriers to prevent people from entering areas where work has started but is not yet completed.

#### 1.12 FENCING

- A. Temporary construction fencing may be erected by the Contractor for safety and/or security on-site. Fence posts on paved surfaces must not penetrate or damage the pavement, and may be a ballasted base type of fence posts.

1.13 WATER CONTROL

- A. Not Used.

1.14 EXTERIOR ENCLOSURES

- A. Not Used.

1.15 INTERIOR ENCLOSURES

- A. The Contractor shall provide temporary protection to prevent penetration of dust and moisture into areas or the existing building.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.16 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, walls, unit ventilators, shelving and other surfaces from traffic, dirt, wear, damage, or movement by protecting with durable sheet materials.

1.17 SECURITY

- A. Provide security and facilities to protect Work and the existing building from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.18 ACCESS ROADS

- A. Access to the construction area shall be off the existing drives and public thoroughfares. The Contractor shall maintain the drives in a clean and unobstructed condition at all times.
- B. Designated existing roads drives and parking areas shall not be used for construction traffic without the Owner's approval.
- C. Vehicles shall be limited to 8,000 pounds per wheel.

#### 1.19 PARKING

- A. Construction personnel shall park in the existing paved lot where designated by the Owner.

#### 1.20 PROGRESS CLEANING AND WASTE REMOVAL

- A. The Contractor shall maintain work areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site at least on a weekly basis and dispose of legally off-site.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- F. The Contractor shall provide dumpster or dump vehicle as required for disposal of materials related to the contract.
- F. Locate dumpsters/dump vehicles where designated by the Owner.

#### 1.21 PROJECT IDENTIFICATION

- A. Not used.

#### 1.22 FIELD OFFICES AND SHEDS

- A. The Owner will designate an area in the existing building for project meetings.

#### 1.23 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore lawns, plantings, paving, etc. damaged during construction to their original condition.

#### 1.25 OWNER'S OPERATION OF THE EXISTING BUILDING.

- A. The existing building will be in continuous use during the construction. The Contractor shall cooperate in scheduling construction activities to accommodate the Owner's activities.
- B. Interruptions in utility services shall be scheduled with the Owner 48 hours in advance.
- C. Areas of the building outside of the contract limits will be off-limits to construction personnel and not be used for storage, staging, lunch breaks, etc.

- C. Tools, equipment, ladders, etc. will be secured when not in use to prevent unauthorized use by students.
- D. Construction personnel will not fraternize with students or staff members not involved in the project.
- E. State law prohibits smoking on school property.

PART F. PRODUCTS

Not Used.

PART G. EXECUTION

Not Used.

END OF SECTION 01 50 00

SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Document 00 10 00 - Instructions to Bidders: Product options and substitution procedures.
- B. Section 01 40 00 - Quality Control: Product quality monitoring.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.
- J. The Contractor is solely responsible for security of materials, equipment and tools stored at the site.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

#### 1.6 SUBSTITUTIONS

- A. Project Administrator will consider requests for Substitutions only if listed on the Substitution sheet provided with the bid form.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Will provide the same warranty for the Substitution as for the specified Product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse the Project Administrator for review or redesign services associated with re-approval by authorities.

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
  
- F. Substitution Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
  - 3. The Project Administrator will notify the Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01 60 00



SECTION 01 70 00

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance Products.
- G. Warranties and bonds.
- H. Maintenance service.

1.2 RELATED SECTIONS

- A. Section 01 50 00 - Construction Facilities and Temporary Controls: Progress cleaning.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Project Administrator's review.
- B. Provide submittals to Project Administrator that are required by governing or other authorities having jurisdiction for occupancy.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. Final payment application shall be for release of Retainage only. Include final waiver of lien, Consent of Surety to Final Payment, Asbestos Certificate and Material Product Safety Data Sheets.
- D. The Owner may occupy portions of the building as specified in Section 01 01 00.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.

- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, and vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### 1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.

- G. Submit documents to Project Administrator with claim for final Application for Payment.

#### 1.7 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Project Administrator, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Certificates.
    - c. Originals of Warranties and Bonds.
- E. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Project Administrator comments. Revise content of all document sets as required prior to final submission.
- F. Submit two sets of revised final volumes, within 10 days after final inspection.

#### 1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

1.9 WARRANTIES AND BONDS

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in a binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.10 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components as indicated in specification sections.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01 70 00

**ASBESTOS CERTIFICATE**

\_\_\_\_\_ Certifies that no asbestos materials were used by our company  
or

(Company)

our subcontractors in completing the project described as \_\_\_\_\_

\_\_\_\_\_

and contracted with Cardinal Local School District on \_\_\_\_\_  
(Date)

Company Officer: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

**INSURANCE**

1. The Contractor shall be required to file with Owner a Workers' compensation Certificate of the Industrial Commission of Ohio, if three or more persons are employed on the installation work, or if less than three persons are employed, an affidavit setting forth the fact that not more than two persons will be employed.
2. The Contractor hereby agrees to hold harmless, indemnify and defend the Owner, the Owner's agent, the Project Administrator, Consulting Engineer, and the Owner's employees while acting within the scope of their duties from and against any and all liability, claims, damages, and cost of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the Owner, his agents, or employees. The Contractor will require any and all Subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to insure this clause with his Subcontractors.
3. The Contractor shall take out and maintain during the life of this Contract such Bodily Injury and Property Damage Liability Insurance as will protect him and any Subcontractor performing work under this Contract from claims for damages for personal injury, including accidental death, as well, as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:
  - A. Bodily Injury and contingent Liability Insurance in the amount of not less than the amount below for each occurrence, including accidental death.
  - B. Direct and Contingent Property Damage Insurance in the amount of not less than the amount below

- C. The Contractor shall effect and maintain Owner's Protective Liability Insurance in the same amounts as herein required for Contractor's Liability Insurance. The Owner, Engineer, their agents and employees shall be named in the policy as additional insured under the policy.
- D. **Minimum Coverage General Liability** and naming the Berea City School District, its officers and employees as additional insured.

<u>1 WEEK TO COMPLETE</u>	<u>2 WEEKS TO COMPLETE</u>	<u>MORE THAN 1 MONTH TO COMPLETE</u>
\$500,000.00	\$1,000,000.00	\$2,000,000.00

- 4. The Contractor shall require all Subcontractors, if any, not protected under the Contractor's Insurance Policies to maintain Bodily Injury and Property Damage Liability Insurance in amounts equal to those of the Contractor as hereinabove noted.
- 5. Insurance, to be acceptable, must not be subject to change or cancellation in less than ten (10) days after the insured has received written notice of such cancellation.
- 6. Each Principal Contractor and each Subcontractor shall deliver to the Owner a certificate showing the amount of Public Liability and Property Damage Insurance carried by him. It is the Contractor's responsibility to maintain full insurance coverage for the entire duration of his Contract. Any and all renewal certificates which may be required during the duration of Contract must be submitted to the Owner prior to expiration date.
- 7. The Contractor, during the progress of the work, shall maintain full fire insurance in his own name against loss or damage by fire and extended coverage, and the policy shall cover all work incorporated in the building and all materials for same in or about the premises and shall be made evidence of such insurance shall be submitted by the Contractor on demand of the Engineer/Project Administrator.

**PERMITS AND REQUIREMENTS**

All permits and licenses necessary for the prosecution of all work described in these documents shall be secured and paid for by the Contractor, including State of Ohio and City Inspections. The Contractor shall arrange for all tests and inspections, and shall pay all fees involved.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as shown or specified. If the contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Owner and Project Administrator in writing any necessary changes shall be adjusted as provided in the Contract for change in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner and Project Administrator, he shall bear all costs arising therefrom.

PROPOSAL REQUIREMENT

NOTE: Each proposer shall furnish this affidavit, properly executed and containing all required information with his/her proposal. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

STATE OF OHIO

**SS: NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_ -COUNTY

\_\_\_\_\_ being first duly sworn deposes and says:

Individual only: That he is an individual doing business under the name of \_\_\_\_\_ at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_

Partnership only: That he is the duly authorized representative of a partnership doing business under the name of \_\_\_\_\_ at \_\_\_\_\_ in the City of \_\_\_\_\_ State of \_\_\_\_\_

Corporation only: That he is the duly authorized, qualified and acting \_\_\_\_\_ of a corporation organized and existing under the laws of the State of \_\_\_\_\_ and that he, said partnership or said corporation is filing herewith a proposal to the Cardinal Local School District in conformity with the foregoing Scope of Work: \_\_\_\_\_

Individual only: Affiant further says that the following is a complete and accurate list of \_\_\_\_\_ the names and addresses of all persons interested in said proposed contract:  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that he is represented by the following attorney(s): \_\_\_\_\_ and is also represented by the following resident agents in the City of \_\_\_\_\_

Partnership only: Affiant further says that the following is a complete and accurate list of and addresses of the members of **said partnership**: \_\_\_\_\_

Affiant further says that said partnership is represented by the following attorney(s) \_\_\_\_\_:

and is also represented by the following resident agents in the City of

\_\_\_\_\_  
\_\_\_\_\_

Corporation only:

-Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporations:

President: \_\_\_\_\_

Directors: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Local Manager or Statutory Agent: \_\_\_\_\_

Attorneys: \_\_\_\_\_

and that the following officers are duly authorized to execute contracts on behalf of said corporation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that the proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusion or sham; that said proposer has not, directly or indirectly, induced or solicited and other proposer to put in a false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing that said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said proposer or that of any other proposer, or to fix any overhead, profit or cost element of such proposal price or that of any other proposer or to secure any advantage against the Cardinal Local School District or anyone interested in the proposed contract; that all statements contained in such proposal are true: that said proposer has not directly or indirectly, submitted his price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration, assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except such persons as herein above disclosed to have a partnership or other financial interest with said proposer will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Further Affiant saith not.

SIGNATURE \_\_\_\_\_

Sworn to before me and subscribed in the presence this \_\_\_\_\_ day of 20\_\_\_,



Notary Public:

My Notary Commission expires the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STATEMENT OF PERSONAL PROPERTY TAX DELINQUENCY**

The undersigned, after being first duly sworn upon oath, affirms or deposes as follows:

That pursuant to Ohio Revised Code Section 5719.042, the undersigned is not delinquent with the County of Geauga in which the taxing district of the Cardinal Local School District has territory for personal property taxes, except the following:

(Set forth all delinquent taxes and unpaid penalties and interest)

---

BIDDER

---

ADDRESS

---

FEDERAL IDENTIFICATION NUMBER

---

AUTHORIZED SIGNATURE

TITLE

Sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

personally appeared before me the bidder \_\_\_\_\_

who subscribed to the signature, under oath and in my presence.

(NOTARY PUBLIC)

My Notary Commission expires the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

The Successful Bidder shall provide a properly executed statement which fulfills the requirements of Section 5719.042 of the Ohio Revised Code reproduced in the following: "Section 5719.041. After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the General Tax List of Personal Property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so 'incorporated as a part thereof."

A copy of the required affidavit is included in these Bidding Documents.

### QUALIFICATIONS SUBMITTAL

**EACH CONTRACTOR IS REQUIRED TO SUBMIT A QUALIFICATIONS SUBMITTAL AT THE TIME OF BIDDING.**

- (A) All Qualifications Submittals shall be a separate submittal from the Bid/Proposal.
- (B) Qualifications Submittals from the Contractor or any and all Subcontractors shall include the following information as a minimum:
1. Name and address of company or corporation.
  2. Chief Executive Officer.
  3. Number of years in business performing the specific type of work identified within these Contract Documents.
  4. Provide a summary of the type of assets, equipment, and labor force the Contractor possesses at this specific business address. Such assets may include tools, materials, equipment, vehicles, lifting devices, office equipment, and the number of tradespersons and clerical staff the company or corporation has in full-time employment.
  5. Number of years of experience in performing the specific type of work identified within these Contract Documents.
  6. Number of years of experience with school systems performing the type of work specifically identified within these Contract Documents. State what districts, what work, dates of work, and total amount of contract.
  7. Value of other contracts for which the company or corporation has performed the type of work specifically identified within these Contract Documents.
  8. References, including the school systems, companies, or corporations, complete with address, contact person, and telephone numbers for which the Contractor has performed the type of work specifically identified within these Contract Documents.
  9. Are there outstanding claims against bid or Performance bonds in the last five years?

Yes                       No

If yes, describe.

- (C) The Contractor's Qualifications Submittal and/or any Subcontractor's Qualifications Submittal shall be typed on the company or corporation's own letterhead and shall be included and submitted with the Contractor's bid/proposal to perform the work described within this Contract
- (D) The Owner reserves the right to independently evaluate the Contractor's overall experience and qualifications to perform all work embodied and described within this Contract. The Owner reserves the right to accept or reject a Contractor's proposal based solely upon the Owner's consideration of the Contractor's or Subcontractor's Qualifications Submittal and in the Contractor's ability to complete the type work described within the Contract Documents.

- (E) The Contractor's submission of qualifications for any and all Subcontractors shall be understood to mean the Contractor actually intends to use the specific subcontractor that was submitted to the Owner at the time of proposal submission. The Contractor shall not be permitted to substitute any or all Subcontractors that were submitted with his proposal, except by written consent of the Owner and after the Owner's review and consideration of the same qualifications of the proposed substitute Subcontractor.
- (F) Where the Contractor submitting a proposal for the work embodied and described within this Contract does not intend to use a subcontractor for all or for any portion of the work described, the Contractor shall submit a Qualifications Submittal as described above, stating his own qualifications to perform all or any part of the work described within the Contract Documents that he intends to complete.
- (G) Drug Free Workplace Program:

Do you participate in the BWC Drug-Free Workplace Program or Drug-Free EZ Program or approved comparable program as required by the Ohio School Facilities Commission for certain public school construction projects?

Check one:

Yes

No

Will you require your subcontractors to participate in the above program?

Check one:

Yes

No

Please list your Federal ID number: \_\_\_\_\_

For further information see:

[www.ohiobwc.com/employer/services/StateContract/n/bwc/StateContract1.asp](http://www.ohiobwc.com/employer/services/StateContract/n/bwc/StateContract1.asp)

**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.

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

SPECIFIC WORK	SUBCONTRACTOR	FEDERAL IDENTIFICATION NUMBER
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(To be completed by the Contractor)

Where two or more makes or kinds of items are named in the Specifications, the Contractor shall state on the Selection Sheet which particular single make or kind of each item he intends to provide. If the supplier of the equipment does not basically manufacture the equipment being proposed, then both the manufacturer and supplier shall be named on this Selection Sheet. If the Contractor fails to state a single preference, the Architect shall have the right to select any of the makes or kinds named without change in price.

ITEM	SELECTION
1.	
2.	
3.	
4.	
5.	
6.	

## SECTION 31 50 00 - EARTHWORK

### .1 GENERAL

- .1 CONTRACTUAL REQUIREMENTS - Comply with applicable provisions of Divisions 0 and 1.
- .2 WORK INCLUDED consists of labor, materials, tools, equipment, and services required to provide excavation, subgrade preparation, grading, and miscellaneous earthwork for new construction.
  - .1 REPLACEMENT of subsoil, if required, will be done by change order.
- .3 RELATED WORK SPECIFIED ELSEWHERE
  - .1 ASPHALT PAVING in Section 32 12 00.
- .4 JOB CONDITIONS
  - .1 VISIT THE SITE in accordance with 00 21 00.1.
  - .2 EXISTING UNDERGROUND INSTALLATIONS exposed or disturbed shall be called to the Project Administrator's attention. Mark with stakes in the field, and record location on field set of drawings; see 01 04 00.10.
    - .1 Any existing service encountered shall be maintained in condition as found; Contractor shall immediately repair any damage resulting from his operations.
  - .3 GROUND WATER and unexpected soil conditions which would prohibit solid stable subgrade for new construction shall be immediately brought to the Project Administrator's attention.

### .2 PRODUCTS

- .1 NEW FILL MATERIAL, if needed, shall be clean, impermeable, silty clay capable of compaction to 95% of standard Proctor density at moisture content not to exceed 2% above optimum.
- .2 NEW TOPSOIL, if needed, shall be clean, rich and screened, free from stones, roots and such foreign material.

### .3 EXECUTION

- .1 PREPARATION
  - .1 VERIFY grades required for excavations and new construction.
- .2 EXCAVATION
  - .1 EXCAVATION includes excavation and removal of existing materials necessary for placement of new pavement.
- .3 GRADING
  - .1 GRADE areas for new pavement to provide required elevations and so as to drain.
  - .2 SUBSOIL CORRECTION, where and as directed, shall be by removal of unstable material from the site and replacement with new fill material.
    - .1 New fill material shall be placed and compacted in layers 12" or less thick in accordance with ODOT Item 203, latest edition.
  - .3 TOPSOIL shall be placed in a 4" layer and graded smooth at lawn edges adjoining new pavement or where disturbed. Where change of grade occurs, grade out to a minimum slope of 1" in 12".
- .4 PROTECTION
  - .1 Protect newly graded areas from traffic and erosion. Repair areas rutted or eroded.
- .5 DISPOSAL OF EXCESS AND WASTE MATERIALS
  - .1 Remove waste materials, including unstable and/or excess excavated material, trash and debris from the site.

END OF SECTION 31 05 00



## SITWORK DIVISIONS 31 and 32

### A. DESCRIPTION

- .1 WORK INCLUDED consists of all labor, materials, tools, equipment and services to execute:
  - .1 SELECTIVE DEMOLITION of existing construction in Section 31 05 05;
  - .2 EARTHWORK to excavate for new work, including backfill and rough/finish grading in Section 31 05 00;
  - .3 ASPHALT PAVING in 32 12 00;
  - .4 SITE IMPROVEMENTS in Section 32 30 00;
  - .5 LANDSCAPING in Section 32 90 00;
  - .6 CUTTING AND PATCHING in accordance with Article 01 04 00 Project Conditions is a part of the work of this Division.

### B. CONTRACTUAL REQUIREMENTS

- .1 Comply with provisions of Divisions 0 and 1.

### C. JOB CONDITIONS

- .1 VISIT SITE in accordance with Instructions to Bidders, AIA Document A701.
- .2 EXISTING UNDERGROUND INSTALLATIONS - See 01 04 00.10.

## SECTION 31 05 05 – SELECTIVE DEMOLITION

### .1 GENERAL

- .1 CONTRACTUAL REQUIREMENTS - Comply with applicable provisions of Divisions 0 and 1.
- .2 WORK INCLUDED consists of removal from the site of existing materials as shown, noted, specified or necessary for the new work.
  - .1 CUTTING AND PATCHING in accordance with Article 01 04 00 Project Conditions is a part of this Section.
- .3 RELATED WORK SPECIFIED ELSEWHERE
  - .1 EARTHWORK in Section 02 20 00.
- .4 JOB CONDITIONS
  - .1 VISIT THE SITE in accordance with 00 21 00.1.
  - .2 PROVIDE PROTECTION for existing construction which will remain.

### .2 PRODUCTS

- .1 SALVAGE of materials shall be done as directed.

### .3 EXECUTION

- .1 Remove existing materials as indicated on drawings and to proper grades for placing new materials.
- .2 Cutting of concrete and/or asphalt pavement shall be by sawing. Use caution at dowelled joints so as not to disturb adjoining concrete to remain.
- .3 All materials and equipment to be removed (other than excavated topsoil) shall be entirely removed from the site, unless otherwise directed. Refer to Section 01 60 00.
  - .1 Excess excavated topsoil shall be deposited on-site where directed by the Owner.

- .4 Materials shall be handled so as not to generate unnecessary dust, dirt or nuisance.
- .5 Items salvaged for the Owner shall be carefully removed from installation and then stored on-site as directed by the Owner.

END OF SECTION 31 05 05

SECTION 32 12 00 - ASPHALT PAVING

.1 GENERAL

.1 CONTRACTUAL REQUIREMENTS - Comply with applicable provisions of Divisions 0 and 1.

.2 DESCRIPTION

.1 This Section of the specifications establishes general requirements for materials and execution of paving operations for the work.

.2 WORK INCLUDED consists of labor, materials, tools and equipment necessary to install new asphaltic concrete paving, resurfacing existing asphalt pavement, painting lines and markings on pavements, and providing site signage and other site improvements as shown and specified, and also includes responsibility for coordinating the work of all Trades.

.1 QUANTITIES of materials and work may vary by change order based upon unit price alternates; see Section 01 10 00.

.3 RELATED WORK SPECIFIED ELSEWHERE

.1 SELECTIVE DEMOLITION in Section 31 05 05;

.2 EARTHWORK and excavating in Section 31 05 00;

.3 SITE IMPROVEMENTS in Section 32 30 00;

.3 QUALITY ASSURANCE

.1 TESTING of new asphaltic concrete paving may be required and, if directed, will be paid for by the Owner. The Contractor shall cooperate in all testing.

.2 PRODUCTS AND PROCEDURES shall conform to the applicable specifications, latest edition, of the Ohio Department of Transportation for cited ODOT Items.

.4 SUBMITTALS

.1 CERTIFICATIONS of asphaltic concrete mixes shall be submitted for approval upon request.

.2 WEIGH AND BATCH BILLS of asphaltic materials used, identifying location at which used, shall be submitted to the Architect.

.5 JOB CONDITIONS

.1 VISIT THE SITE in accordance with 00 21 00.1.

.2 COORDINATION of the work of other Sections of the work is the Contractor's responsibility.

.3 EXISTING UNDERGROUND INSTALLATIONS - See 01 04 00.10.

.2 PRODUCTS

.1 Materials and mixes shall comply with ODOT requirements for cited Items.

.2 MATERIALS

.1 AGGREGATE BASE shall comply with ODOT Item 304 and be broken stone (not sandstone).

.2 SUBGRADE REINFORCEMENT GRID shall be equal to "Tensar Geogrid SS-1", available from Contech Construction Products, Inc., 1-800-752-8899.

.3 BITUMINOUS PRIMER (TACK COAT) shall comply with ODOT Item 408.

.4 JOINT AND CRACK FILLER shall be ODOT Item 705.01 Hot Applied Joint Sealer.

.5 PAVEMENT MARKING PAINT shall be equal to ICI Paint

Stores "Traffic Zone Paint", and complying with ODOT Item 708.14.

1801

32 12 00 - 1

- .3 MIXES
  - .1 LEVELING COURSE shall comply with ODOT Item 402 asphaltic concrete.
  - .2 SURFACE COURSE shall comply with ODOT Item 404 asphaltic concrete.
  - .3 BITUMINOUS BASE COURSE shall comply with Item 301 bituminous base.
  
- .3 EXECUTION, GENERAL
  - .1 INSPECTION - Examine work done under other Sections and correct deficiencies before proceeding.
  - .2 PREPARATION - Comply with applicable requirements of ODOT Item 203.
    - .1 GRADE STAKES shall be set in new pavement areas.
    - .2 FINE GRADE subgrade of new paving so free water in base will drain.
    - .3 EXCESS EARTH and unused base material shall be removed from the site.
    - .4 ROLL entire areas of new soil and new base material to a firm, unyielding surface with a ten ton vibratory roller.
  - .3 RESURFACING OF EXISTING PAVEMENT
    - .1 Refer to pavement detail on drawing. Place base material surface elevation for new asphalt pavement, grade to an even surface and compact with a ten ton vibratory roller.
    - .2 After preparation of base, apply bituminous primer to base and all adjoining edges of abutting materials per ODOT.
    - .3 PLACE compacted thickness of Item 402 asphaltic concrete leveling course (as noted on drawing) over entire area of pavement and finish with 1-1/2" compacted thickness of Item 448 surface course.
    - .4 SEAL entire perimeter of resurfaced area with joint sealer.
    - .5 PAVEMENT STRIPING AND MARKING
      - .1 PAINT 2 coats of 4" wide parking space lines and 'islands', line marking lines, directional arrows and ADA parking symbols at handicapped parking spaces as indicated on drawing.
  - .4 NEW ASPHALT PAVEMENT
    - .1 REMOVE existing topsoil and subsoil to a depth of 12" below existing pavement surface elevation and/or existing grade elevation.
    - .2 AGGREGATE BASE COURSE shall be placed directly on the prepared subgrade and shall consist of an 8" compacted thickness of Item 304 aggregate base. After preparation of base, apply bituminous primer to base and all adjoining edges of abutting materials per ODOT.
    - .3 LEVELING COURSE of 2-1/2" compacted thickness of Item 402 asphaltic concrete shall be placed and compacted on the aggregate base course.
    - .4 SURFACE COURSE of 1-1/2" compacted thickness of Item 448 asphaltic concrete shall be placed and compacted on the leveling course. Compacted surface shall be graded to drain without surface accumulations (ponding).

.4 ADJUSTING AND CLEANING

.1 FINAL ALIGNMENT - Correct depressions or high spots evidenced when checked against a straight edge before rolling is completed. Form all finish surfaces so as to drain quickly without surface accumulations.

END OF SECTION 32 12 00

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## SECTION 32 30 00 – SITE IMPROVEMENTS

### .1 GENERAL

- .1 CONTRACTUAL REQUIREMENTS - Comply with applicable provisions of Divisions 0 and 1.
- .2 WORK INCLUDED consists of labor, materials, tools and equipment necessary to the following:
  - .1 STEEL PIPE GUARDPOSTS
  - .2 ADA PARKING SIGNAGE POSTS
- .3 JOB CONDITIONS
  - .1 Visit the site in accordance with 00 21 00.1.

### .2 STEEL PIPE GUARDPOSTS

- .1 GUARDPOSTS are part of an Add Alternate.
- .2 MATERIALS used for the guardpost assemblies shall be new 6” diameter galvanized steel pipe, concrete, paint finish, and concrete.
- .3 INSTALLATION
  - .1 GUARDPOST INSTALLATION
    - .1 Install steel pipe sections in concrete-filled augured holes and fill pipes with concrete as indicated on the drawings.
    - .2 Clean and paint the steel pipes with Tnemec rust-inhibitive primer and a coat of yellow exterior enamel paint.

### .3 ADA PARKING SIGNAGE POSTS

- .1 ADA parking signage posts are part of the Base Bid.
- .2 MATERIALS used for the ADA parking signage post assemblies shall be the same as for the guardposts, with the addition of a galvanized steel hat channel sign support, ADA-compliant parking space sign, and stainless steel bolts, nuts, and washers for sign attachment.
- .3 INSTALLATION
  - .1 ADA SIGNAGE POST INSTALLATION
    - .1 Install steel pipe sections in concrete-filled augured holes and fill pipes with concrete as indicated on the drawings, including ADA parking space sign, hat channel support, and hardware.
    - .2 Clean and paint the steel pipes with Tnemec, or equal, rust-inhibitive primer and a coat of yellow exterior enamel paint.

END OF SECTION 32 30 00

## SECTION 32 90 00 – LANDSCAPING

### .1 GENERAL

- .1 CONTRACTUAL REQUIREMENTS - Comply with applicable requirements of Divisions 0 and 1.
- .2 DESCRIPTION - Areas of existing lawns being regraded or damaged by work of this project shall be fine graded, fertilized and seeded for grass lawn.
  - .1 WORK INCLUDED consists of all labor, materials, tools and equipment to prepare and replant all existing damaged lawns and all newly regraded areas for lawns.
  - .2 RELATED WORK SPECIFIED ELSEWHERE
    - .1 Rough and finish (but not fine) grading in Section 31 05 00.
- .3 QUALITY ASSURANCE
  - .1 WORKMANSHIP - Only workers skilled in this type of work shall be employed. All lawn and landscaping work shall be done by a company regularly engaged in doing landscaping work that has a demonstrated history of acceptable work and is acceptable to the Owner.
  - .2 LAWNS shall be evenly contoured with even, durable, weed free stands of grasses.
- .4 SUBMITTALS
  - .1 INVOICES shall be submitted for fertilizer, lawn seed, and/or straw delivered and used.
- .5 JOB CONDITIONS
  - .1 CUTTING AND PATCHING
    - .1 The Contractor shall patch existing lawns damaged by this project by preparing the surface and planting grass.
- .6 GUARANTEE
  - .1 GUARANTEE of landscaping shall be for one year after final acceptance. It shall be the responsibility of the Contractor to produce lawns that will meet these requirements regardless of the materials, workmanship and methods specified. If, in the opinion of the Contractor, it is necessary to modify the materials, workmanship and methods to produce work that will meet the above requirements, he shall so state in writing to the Project Administrator before commencing any work, or be bound by this specification to install this work to meet the above requirements. However, any change in the materials, workmanship or methods specified shall first be approved in writing by the Architect and shall involve no additional cost to the Owner.
  - .2 ACCEPTANCE
    - .1 Acceptance of lawns will be made 90 days after a full, even "catch" is obtained and approved for all restored lawn areas.

### .2 PRODUCTS

- .1 MATERIALS
  - .1 NEW TOPSOIL, if required, shall be natural, friable soil, uniform in composition, free of extraneous matter and without admixture of subsoil.
    - .1 Topsoil existing on the site may be used if screened to eliminate inorganic matter.
    - .2 Excess or additional topsoil is the responsibility of the Contractor; provide additional or dispose of excess, as applicable.
  - .2 LAWN FERTILIZER shall be 10N-20P-20K analysis when worked into topsoil and 10N-6P-4K when top-dressed into seed bed.
  - .3 GRASS SEED shall be fresh, clean, new crop seed by a reputable producer, with the following analysis: 1/3 Kentucky Bluegrass, 1/3 Perennial Rye and 1/3 Pennlawn Fescue; maximum weed content - 0.10%.

### .3 EXECUTION

- .1 INSPECTION - Verify grade and line of grading accomplished under Section 01 10 00. Report discrepancies to the Project Administrator.
- .2 PREPARATION OF LAWN AREAS - Remove extraneous matter including stones over 1/2" in any dimension. Disc, harrow and work seed bed to develop full 3" depth of uniformly fine texture to smooth grades without hollows or ridges.
  - .1 FERTILIZER - Work 10-20-20 fertilizer into soil at the rate of 15 lbs. per 1,000 sq. ft. After seed bed is fully prepared and just before seeding, dress 10-6-4 fertilizer into top 1/2" of seed bed at rate of 15 lbs. per 1,000 square feet.
- .3 INSTALLATION OF LAWNS - If rain intervenes, rework soil to loose, uniform texture.
  - .1 SEED - Sow seed evenly in equal quantities in two directions at right angles to each other. Sow only when wind velocity is below five mph. Distribute at rate of seven lbs., total, per 1,000 sq. ft., working in to depth of 1/8" with mechanical equipment.
  - .2 STRAW - Spread straw evenly at rate of 75 lbs. per 1,000 sq. ft. Knife into seed bed with discs set straight, or approved equivalent.
- .4 FIELD QUALITY CONTROL - Before payments to the Contractor will be approved, the Architect will examine the work during preparation, sowing, completion of work and at end of maintenance period to establish acceptability. The Contractor shall notify the Architect when the work is ready for each such examination.

### 02 90 40 ADJUSTING AND CLEANING

- .1 LAWN MAINTENANCE - Maintain sown lawns until, and for 90 days after, a full, even "catch" is obtained.
  - .1 During maintenance period reseed, or resod, and replace mulch and perform necessary weeding and incidental work to produce required result.
  - .2 WATERING shall be done by the Contractor as scheduled and agreed upon with the Architect. The Contractor shall submit a written schedule of the scheduled lawn maintenance procedures.
  - .3 RESEED at 30 day intervals in spots and areas not showing a satisfactory stand of grass, or which are eroded, burned-out or damaged. Rework soil as necessary for seed germination.
- .2 PROTECTION - Provide adequate protection of seeded areas against trespassing, erosion, etc.

END OF SECTION 32 90 00