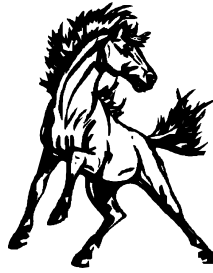


Allen East Local Schools

9105 Harding Highway
Harrod, Ohio 45850
Phone (419) 648-3333
Fax (419) 648-5282
www.ae.k12.oh.us



*Mel Rentschler, Superintendent
Andrea Snyder, Treasurer/CFO
Heather Patterson, Elementary Principal
Jarrod Wehri, Middle School Principal
Keith Baumgartner, High School Principal*

Specifications for Masonry Project Allen East Local School District

The Allen East Local School District located at 9105 Harding Highway, Harrod, Ohio 45850 in Allen County, Ohio is accepting sealed bids for a masonry restoration project. The scope of the project is to clean the entire outside of the building removing all forms of efflorescence, bacteria growth (mold/mildew) and dirt. Once cleaned, all mortar joints will be inspected and repaired (tuck pointed). All blocks that are cracked or broken will be repaired. All expansion joints, flashing, and window caulk will be inspected and repaired as needed. The entire building will be sealed using a breathable sealant. Detailed specifications can be found on the Allen East website at <http://www.ae.k12.oh.us> or by contacting Steve Shulaw at (419) 648-3333 extension 1504 or via email at shulaws@alleneastschool.org.

Specifications/Scope of Work

- Entire masonry, outside surface will be inspected for missing mortar, block/brick cracks and damage.
- All missing and damaged mortar joints and brick/blocks will be repaired.
- The entire outside masonry surface will be cleaned of all efflorescence, bacteria growth (mold/mildew) and dirt.
- All expansion joints, flashing and window/door caulk will be inspected and replaced as needed.
- The entire masonry, outside surface (blocks and bricks) approximately 93,000 square feet will be sealed using a breathable sealer with a minimum sealant expectancy of 7 years.
- All windows/door will be covered or protected while the building is being sealed.
- The contractor is responsible for all cleanup of the building during and immediately after the completion of the project.
- The contractor is responsible for obtaining their own lifts, ladders and/or scaffolding.
- Contractor will meet all O.H.S.A standards for work.
- Contractor will have general liability insurance of at least \$1 million to cover all workers on-site including any work that may be subcontracted out. Contractor will produce certificate of insurance before any work begins by them or a subcontractor.
- Final checklist/punch list walk around will be completed with Steve Shulaw and Mel Rentschler before final payment is made.
- Work cannot begin before June 1, 2019 and must be completed before August 9, 2019.

All bids must be accompanied by a bid guarantee in the form of either a bond for the full amount of the bid or a certified check, cashier's check, or letter of credit equal to 10% of the bid per ORC 153.54. Bids will be accepted from March 13, 2019 through March 27, 2019. Bids will be opened at 4 pm in the administrative conference room on March 27, 2019. Contractors wanting to be present should enter through door L2. Sealed bids should be mailed or hand delivered to Andrea Snyder CFO 9105 Harding Highway, Harrod, Ohio 45850. The bid advertisement will be published in the Lima News and located on the District web site <http://www.ae.k12.oh.us/>. Please contact Steve Shulaw at (419) 648-3333 ext. 1504 for specific questions or to set up a site visit.

Extended Bid Language

SUMMARY OF WORK: Allen East Masonry Project

- A. Contractor to wash the building with masonry cleaner to prepare for water repellent
- B. All efflorescence, discolored areas to be removed without causing damage to the masonry
- C. Grind bad mortar joints and or cracks in the masonry, replace with new mortar to match the existing
- D. Failing sealant surrounding windows to be removed and replaced with new. Failing expansion joint sealant will be inspected and replaced with new. All flashing sealant joints will be inspected with failing joint\ sealant being removed and replaced.
- E. Cover the windows or protect the windows from sealant application to prep from clear water repellent
- F. Apply one (1) flood coat application clear damp proof water repellent per manufacture recommendations
- G. Water source provided by owner

GENERAL CONDITIONS

PART 1 GENERAL

1.1 DEFINITIONS

- A. The contract document consists of the GENERAL CONDITIONS and the SPECIFICATIONS, including all revisions hereto.
- B. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the contract is awarded.
- C. The term Owner shall be understood to be Allen East Local Schools.
- D. The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.

1.2 OWNER'S REPRESENTATIVE STATUS

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.3 CONDTION OF SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated in reference to existing structures or utilities are the best available data but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any paperwork dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her subcontractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.5 PROTECTION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.6 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site.
- B. Before starting any work, the Contractor shall protect all grounds, paving and exterior of all buildings where work will be performed.
- C. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.7 MATERIAL STORAGE AND CLEAN-UP

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.

- B. Materials must be delivered with manufacturer's label intact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.8 INSPECTION OF WORK

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be born by the Owner.

1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner
- B. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- C. The authorized Owner's Representative shall be responsible for:
 1. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;
 2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
 3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
 5. Supervising the taking of test cuts, and the restoration of such areas;
 6. Rendering any other inspection services which the Owner may designate; and
 7. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- D. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

1.10 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.

- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.

1.11 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
 - 1. By firm adjustment;
 - 2. By cost plus with a guaranteed maximum;
 - 3. By cost with a fixed fee; or
 - 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner of the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.13 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

1.14 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

1.15 LIENS

- A. The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.16 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard.
- B. There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- C. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- D. No drugs or alcoholic beverages are permitted on the grounds.
- E. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant.
- F. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- G. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.

- H. The Contractor is responsible for protecting all materials from the elements.
- I. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- J. Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.
- K. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- L. The Contractor will ensure that all substances are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.

1.17 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.18 SAFETY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

1.19 INSURANCE

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
 - 1. THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE OWNER AND OWNER'S REPRESENTATIVE HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSS AND EXPENSE, LIABILITY DAMAGES, OR CLAIMS FOR DAMAGES, INCLUDING COST FOR DEFENDING ANY ACTION, ON ACCOUNT OF ANY INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF THE OWNER, ARISING OR RESULTING FROM THE WORK PROVIDED FOR OR PERFORMED, OR FROM ANY ACT, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR, SUBCONTRACTOR AND THEIR AGENTS OR EMPLOYEES. THE FOREGOING PROVISIONS SHALL IN NO WAY BE DEEMED RELEASED, WAIVED OR

MODIFIED IN ANY RESPECT BY REASON OF ANY INSURANCE OR SURETY PROVIDED BY THE CONTRACTOR.

2. All sub-contractors are required to file Certificated of Insurance properly completed and signed by an authorized insurance company representative before their work commences on the job or job site. No monies will be paid until the acceptable certificates are on file with the Contractor. Such certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to the Contractor. In the event such certificates are not provided to the Contractor prior commencement of work, Contractor's failure to demand such certificates shall not be deemed a waiver of Subcontractor's requirement to obtain the subject insurance.
3. The Contractor shall provide and maintain standard fire, extended coverage perils, vandalism and malicious mischief insurance to protect the interest of both the Contractor and the Owner for materials brought into the job or stored on the premises. Such insurance shall be for 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the Contractor, the cost of which are included in the direct cost of the work. This insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

1.20 WORK HOURS AND DAYS

- A. When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.
- B. All work shall be completed within 60 days of project approval.

1.21 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.22 OWNER'S RULES

The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.

Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.

1.23 SAFETY AND ECOLOGY

The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A).

1.24 ANTI-DISCRIMINATION IN EMPLOYMENT

Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

PART 2 INSTRUCTIONS TO BIDDERS

2.1 WITHDRAWAL OR MODIFICATION OF BID

Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid by appearing in person or by sending an authorized representative of the Bidder. An appointment should first be scheduled by calling the Owner's Representative. The Bidder or his/her representative shall be asked to sign, in writing that the bid was returned to him/her/ after the withdrawal from the contract, the Bidding Contractor may not resubmit them.

2.2 BID OPENINGS

Bids will be opened publicly and read aloud at the published date and time. Notice of award will be made by written correspondence.

2.3 QUESTIONS

- A. Technical questions regarding this bid can be directed to: Steve Shulaw
- B. If the Contractor feels a conflict exists between what is considered good working practices and these specifications, he/she shall state in writing all objections prior to submitting quotations.
- C. It is the Contractor's responsibility, during the course of the work, to bring to the attention of the Owner's Representative any defective membrane, insulation or deck discovered which has not been previously identified.

2.4 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material required to satisfy these specifications.

2.5 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.
- B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.

- D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

2.6 COMPETENCY OF THE BIDDERS

To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the low Bidder shall, when requested by the Owner, furnish the information indicated in Section 5.0 below, entitled Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

2.7 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):
 1. Failure to attend the pre bid meeting;
 2. Evidence of collusion among Bidders;
 3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
 4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
 5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
 6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

2.8 NOTICE OF AWARD

- A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of ninety (90) days following the date the bids are due. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her proposal has been duly served upon the intended awardee by an authorized officer or agent of the Owner.
- B. By August 9, 2019 all work needs to be completed. . If work isn't completed on time, \$300 per day in liquidated damages will be charged to the contractor.

2.9 WARRANTY

- A. A written warranty which will commence from date of acceptance by Manufacturer must be supplied with the installation. This warranty will cover all defects in workmanship and materials. Damages caused by storm, vandalism and other trades are not included in the warranty. This warranty shall be from the manufacturer (See further, Statement of Policy).
- B. A two (s) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract.

2.10 START AND COMPLETION DATE

- A. Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by all parties.

- B. All work as required in these specifications or drawings shall be completed within sixty (60) days of the start date, or as agreed upon by the parties.
- C. Unless work is hampered by long period of inclement weather, by due proof of material unavailability, or by strike, the Owner will assess a penalty in the amount of \$300.00 a day for each day beyond the agreed completion date.
- D. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- E. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

2.11 PAYMENT

- A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after final inspection has been made and an invoice presented to the Owner. A 10% retainer shall be held until delivery of the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.
- F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative if requested by Owner's Representative.
- G. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative will sign a completion slip authorizing final payment.

- H. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- I. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplied prior to release of order.
- J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- K. Contractor shall have a pre-approved line of credit from the material supplier.
- L. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

2.12 TERMINATION BY THE OWNER FOR CAUSE

- A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
 - 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
 - 2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
 - 3. Is guilty of substantial breach of a provision of the contract documents.
- B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

2.13 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

PART 3 --- CONTRACTOR'S INSTRUCTIONS

3.1 TAXES

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state federal taxes with respect to Social Security, old age benefits, unemployment benefits, withholding taxes and sales taxes.

3.2 CONTRACTOR'S LICENSE

All pertinent state and local licenses will be required.

3.3 JOB COORDINATION

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury.
- B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify Steve Shulaw of Allen East Schools.

3.4 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all surfaces free from accumulations of dirt, debris and other extraneous materials

3.5 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's

Representative unless the superintendent ceases to be in the employ of the Contractor.

- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

3.6 INSPECTIONS

- A. Before any material applications are made, the Owner or his/her representative and the material supplier representative shall be available to ensure a complete understanding of the specification.
- B. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

PART 4 – STATEMENT OF POLICY

4.1 APPROVED CONTRACTORS

The systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

PART 5 CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certified oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Submitted by (Firm Name): _____

Address: _____

Principal Office Location _____