

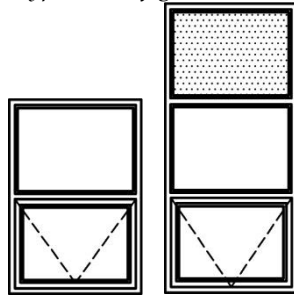
CUSTOMER NAME:	PROPOSAL #10162-23R	DATE: May 20, 2024
Ridgedale Local Schools 3103 Hillman-Ford Road Morrill, Ohio 43337	RE: Ridgedale Elementary Window Replacement	ATTN: Matt Cordes P: (740) 382-6065 E: mcordes@ridgedaleschools.org

## SCOPE OF WORK

Furnish the material and labor to replace certain windows with new energy efficient aluminum windows of the type described below.

## DESCRIPTION OF WINDOW MATERIALS

- MODEL:** • Model 325 ES
- ARRANGEMENT:** • *Typical Configurations Only*



- HARDWARE:**
- Stainless steel four-bar friction hinges
  - White bronze cam handles
  - Limit blocks
  - Ring pulls and pole with hook (at obscure glass locations)
- WEATHER-STRIP:**
- Dual perimeter weather-stripped sash
- GLASS TYPE:**
- 1" grey tempered Low-"E" softcoat #3 insulated glass
  - 1" grey obscure Low-"E" softcoat #3 tempered insulated glass (*where required*)
- PANEL TYPE:**
- (25) 2 1/2" insulated panel (*at West elevation*)
  - (2) 1" insulated panel (*in Courtyard area*)
  - Manufacturers' standard colors: Terra Cotta Exterior, Colonial White Interior
- SCREEN TYPE:**
- Hopper - Mesh color to be standard color charcoal
- MINIBLINDS:**
- 5/8" between the glass blinds with 1/4" hinged clear tempered blind sash and standard blind knob - Manufacturers' standard colors
- FRAME FINISH:**
- Class I Clear Anodized
- WARRANTY:**
- **WINDOW:** 10 years from date of installation
  - **INSULATED GLASS:** 10 years from date of installation
  - **INSTALLATION:** 1 year from date of installation

## REPLACEMENT COSTS

<b>WINDOWS:</b>	Material & labor to install (178) windows into (71) openings	\$ 460,000.00
	<b>Special Offer:</b>	<b>DEDUCT (\$ 25,000.00)</b>
	<ul style="list-style-type: none"> <li>• Sign and return this signed proposal and include a letter of intent on Ridgedale Schools letterhead by June 21st, 2024.</li> <li>• School PO must be received by July 8th, 2024.</li> <li>• Window replacement installation to occur during regular business hours M-TH and while school is in session.</li> </ul>	

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### INSTALLATION SCHEDULE NOTIFICATION

Thank you for considering Capitol for your window and/or door needs. In order to provide you with a total quality, cost-effective installation, Capitol performs work first shift, Monday – Thursday during regular business hours (7:00 am – 4:00 pm). Capitol provides building owner's, whenever possible, at least 48 hours' notice prior to scheduling the date(s) for installation. If work is necessary outside these typical working hours or if the installation has to be rescheduled, then you will incur additional costs.

### NOTES & QUALIFICATIONS

- Any items that may interfere with the installation of the Capitol products shall be removed and reinstalled by owner. (i.e. blinds, drapes, shades, files, shelves, desks, alarms, exit signs, conduit, wiring, etc.)
- Any materials that contain asbestos and come in contact with the existing work shall be properly treated prior to Capitol performing labor. All costs and labor associated with this treatment shall be the responsibility of owner.
- Capitol will provide its' standard product and installation warranty unless otherwise indicated on this quote. There are no other expressed or implied warranties from Capitol Aluminum & Glass Corporation. A sample copy can be submitted if requested.
- Prices exclude final cleaning, tax, permit, license, bond, prevailing wage rates, and liquidated damages.
- If during sales survey any part of the work areas were inaccessible or not reviewed by Capitol, a price adjustment may be required dependent upon Capitol engineering survey.
- Any building alterations performed by others that occur after Capitol quotation and/or before Capitol installation, a change order may be required if alterations affect Capitol product sizing or opening conditions. If changes will occur, customer must notify Capitol within 72 hours.
- Project is estimated as one (1) finish color. If more than one (1) finish color is desired, a price adjustment will be required.
- Prices are based on Capitols' lead time from point of order and during normal working hours. A price adjustment will be necessary if 2<sup>nd</sup> shift installation is required.
- Upon request, Capitol will supply its standard insurance certificate limits. A price adjustment will be necessary if any additional or special insurance requirements (considered non-standard to Capitol) are required.
- Note that Capitol will not release shop drawings without this signed proposal or customer purchase order.
- Customer purchase orders shall not supersede this proposal and attached terms and conditions.
- Please submit a signed School PO at time of order. We need a copy of this for our file.**
- Current lead times for materials and supply chain shortages may not allow Capitol to meet any requested install timeframes. Capitol to coordinate installations with customers when product and manpower is available.**
- All air conditioners were removed Summer of 2023.**
- Existing vents in boys and girls restroom windows to be removed/reinstalled by others.**
- Owner is responsible to remove/reinstall/reroute all conduits and wires on/around window openings.**



### ATTENTION TIPS MEMBERS:

Capitol is now an awarded vendor through the TIPS Purchasing Cooperative.

Contract#: 210205 Trades, Labor, and Materials

Contract Name: Capitol Aluminum & Glass Corporation



"Equal Opportunity Employer"

1276 West Main St., Bellevue, OH 44811

[sales@capitol-windows.com](mailto:sales@capitol-windows.com)

[www.capitol-windows.com](http://www.capitol-windows.com)

**Proposal Page 3 of 5**

Phone: (419) 483-7050

Fax: (419) 483-7830

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### PROPOSAL ACCEPTANCE

Capitol Aluminum & Glass Corporation provides this proposal under its own terms and conditions (attached). By accepting this proposal, you agree to all notes, exclusions, and Capitol's terms and conditions. Capitol proposals are valid for 45 days unless otherwise indicated. To place an order, a signature on this proposal is required by authorized personnel. Please also submit your purchase order and/or submit your down payment (if applicable).

SIGNATURE:

DATE:

PRINTED NAME:

TITLE:

COMPANY NAME:

### YOUR ACCOUNT REPRESENTATIVE:

Jon Naseman, (419) 217-0658

[jonnn@capitol-windows.com](mailto:jonnn@capitol-windows.com)

This proposal is subject to the attached terms and conditions.

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### CAPITOL TERMS & CONDITIONS

The following terms and conditions of sale are incorporated in reference and made part of all quotations and/or orders for the sale of products of Capitol Aluminum & Glass Corporation. The seller makes no other warranties or representations, either expressed or implied.

Your architectural project is 100% custom designed and built to order. Please verify the quote you received is as requested. Capitol Aluminum & Glass Corporation (hereafter "CAGC") provides this proposal, as the *Seller* of custom-made products, *under its own terms and conditions*. Review the following thoroughly. By accepting this proposal, you agree to all conditions, exclusions, and terms contained in CAGC's terms and conditions.

**Quotations and Pricing:** Unless otherwise indicated, all quotations and pricing are valid for 20 days from date listed on the proposal, with the exception that change order proposals are valid for 72 hours, and shipment must be made within 120 days from date listed on the proposal. Otherwise quotations and pricing are considered expired. Applicable taxes are not included unless specifically stated. Minimum order charge is \$50.00 net. If alternate prices or substitutions are not included at time of initial order, CAGC reserves the right to refuse alternate prices or substitutions and/or adjust price accordingly. In accordance with IBC 2603.4.1.7, interior FRP doors require an additional core liner. If customer take-off does not designate doors as being interior, the additional core liner is not included in the pricing. CAGC quotations and pricing are based on manufacturing and shipping practices in a manner that is most efficient to CAGC. Any special considerations for customer loading or shipping must be predetermined at quotation stage. CAGC runs optimization programs based on cutting an entire job or project at one time. If not coordinated in this manner, additional material may be required at an additional charge to the customer. It is customer's responsibility to verify take-off against actual site conditions. CAGC is not responsible for errors and omissions related to take-offs. If sizes, quantities, configurations, etc. change, a price adjustment will be required. Quotations are based on current costs of raw material from our suppliers; quotes shipping more than 120 days from receipt of order may be subject to price escalation. If Capitol is not specified in the bidding documents, this quotation is provided as a voluntary alternate.

**Credit Terms and Terms of Payment:** Credit terms and terms of payment are subject to credit approval of the Seller. Invoices for materials delivered/shipped under this Agreement are payable only in US dollars and under the terms stated on the face hereof. Shipments by common carrier *will not* be made collect on delivery. Past due accounts will be subject to hold, even if orders are in production. Seller may from time to time demand different terms of payment from those specified on the face of this Agreement or stop production or defer or decline to make any shipment at any time pending receipt of such current assurances of Buyer's financial responsibility, when requested. Buyer agrees to pay all costs and expenses including reasonable attorney fees incurred by the Seller in the collection of any sum payable to Seller in the exercise of any remedy. Retainage will not be accepted as part of any on the sale. Invoices will be paid within the terms of payment described above.

**Taxes:** Prices do not include any applicable sales, use, excise or any other tax unless specifically stated. Buyers exempt from such tax will furnish certification of exemption. Any applicable taxes will be added to the invoice and the Buyer agrees to pay same. Any taxes of any nature whatsoever, now or hereafter, levied, imposed or charged against the Seller by any Government, Federal, State, Municipal or other public authority, either directly or indirectly, as a result of this transaction, are to be paid by the Buyer.

**Clerical Errors:** All clerical errors are subject to correction by Capitol.

**Order Acceptance:** Capitol will acknowledge acceptance of order upon receipt of signed proposal by authorized Customer agent. Simple customer purchase orders referencing Capitol's quotation number will be accepted. Contracts and/or subcontracts will not be accepted or acknowledged as an order, nor are notices to proceed.

**Cancellation and Returns:** In the event a customer cancels an order, Capitol reserves the right to assess all engineering and cancellation fees. No returns will be accepted by Capitol unless previously authorized in writing by a Capitol representative.

**Delays:** CAGC will not be liable for any delays or inability to perform due to force majeure; strikes, fire, flood war declared or undeclared, riots, acts of God, embargos or inability to obtain materials beyond our control. CAGC is not liable for resulting damages from any delay whatsoever.

**Shipments & Risk of Loss:**

All orders are shipped F.O.B. Bellevue, OH unless otherwise stated in writing. Customer is responsible to provide adequate equipment for unloading. Drivers are not responsible for unloading. Capitol will ship all orders via best available carriers unless customer specifies. It is expected that your staff will inspect all goods received promptly. If it is determined at time of delivery that goods received may be damaged, or if there is visible damage to the packaging, or if there is a shortage, this information must be noted on the carrier's bill of lading. If it is determined after delivery that goods are damaged and the damaged items are unacceptable to use, it is the customer's responsibility to notify Capitol in writing and e-mail photographs of damaged goods within 3 days of receiving the shipment. Capitol is responsible for filing all claims for damages or shortages. (Continued on next page)

This proposal is subject to the attached terms and conditions.

Capitol proposals are valid for 20 days.

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**CAPITOL TERMS & CONDITIONS***(Continued)*

Please send all damage reports, photographs, and shipping inquiries to: [bonnies@capitol-windows.com](mailto:bonnies@capitol-windows.com). If this procedure is followed correctly and at the request of the customer in writing, Capitol can begin processing a remake order for the damaged items. If this procedure is not followed, Capitol will be unable to obtain a claim approval for damaged shipments and any product remakes will be at the expense of the customer. If buyer elects to delay shipment of goods later than the original shipping date, CAGC may invoice the Buyer on original shipping date and Buyer agrees to pay as if good were shipped timely. Buyer also agrees to pay reasonable storage charges in the event such delay occurs. Customer's picking up products from CAGC's factory are responsible for securing any load and any extra costs associated with shipping and handling.

**Lead Times, Project Completion Times, Penalties, and Back Charges:** CAGC lead times are to be determined at time of order. Estimated ship dates from CAGC's material suppliers vary. CAGC will not order material for or begin fabrication for custom manufactured products until the customer provides all of the following: (1) Signed CAGC proposal, (2) Approved shop drawings or similar documentation, (3) All approved color selections, final sizes, and (if applicable) all hardware is received in-house if by others. Under no circumstances will CAGC recognize, honor or consent to back charges or liquidated damages of any nature whatsoever. CAGC's acceptance of a signed order is without obligation on CAGC's part as to delivery date by carriers or failure of contractors or suppliers to complete work within a specific time, nor is our quoted lead times intended to be construed to become the basis of bargain, contract term, or imply in any way that time is of the essence.

**Hardware Supplied By Others:** Hardware must be shipped to CAGC and be in our factory before scheduling production. Any defects related to the hardware by others will be resolved by the customer and the hardware supplier and distribution of hardware will be the responsibility of customer. CAGC cannot be responsible for improper fitting hardware when machining from templates. Requests to machine from templates must be made in writing and templates must be furnished by the hardware supplier. Hardware must fit door frames without alterations.

**Warranties and Remedies:** CAGC warrants to the buyer that supplied products shall be free from defects in material and workmanship for a period of (1) one year from date of shipment, unless quotation specifically outlines otherwise. The guarantee does not apply to natural wear and tear, nor to products, accessories, parts or attachments installed by the buyer or by others. CAGC will not provide an installation warranty. CAGC does not guarantee any part or product to meet local state or national laws to regulations. All warranties are null and void on products furnished by CAGC for nonpayment of materials. Capitol Aluminum & Glass exclusive remedy shall be that CAGC replace or repair, at CAGC's sole option any parts of its work which is found to be defective. CAGC will not be responsible for damage to its work by other parties or improper use or installation by others. CAGC assumes no liability for glass breakage due to thermal shock.

**Submittals and Samples:** Upon signed proposal, a request for submittals and samples may be submitted. Submittals and sample lead time to be determined at time of order. Charges may be incurred for submittals if deemed excessive. CAGC retains the rights to modify its products without prior notice.

**Shop Drawings:** Shop drawings are an interpretation of the project and are supplied for approval. The drawings should be thoroughly reviewed to eliminate any parties from receiving incorrect or inaccurate product. No work will be performed by CAGC, nor will production be scheduled, until drawings are returned approved or approved as noted and will be assumed correct for fabrication and release of materials per dimensions and configurations herein. Professional engineering stamps, architect stamps, or any design professional stamps are excluded unless specifically stated. If shop drawings are required before receipt of a physical order, 100% of shop drawing fees must be paid before production is started by CAGC. If shop drawings are returned to CAGC and are required to be revised and resubmitted or if any changes are made to any shop drawing after approval by customer, a price adjustment may be required. The buyer agrees that all changes in engineering details of any order, after final approval of drawings is received, are subject to engineering charges and factory charges for work in process if affected by changes. Changes to shop drawings run \$75 to \$125 per sheet, request quote. Such charge will be added to the stated price.

**Inspection:** No claims on account of errors, shortages, or rejections are allowed due to defects ascertainable on visual inspection will be allowed unless such errors are reported to CAGC in writing within 7 days of delivery. Buyer agrees to file freight claims with the carrier.

**Installation:** All CAGC customers should be in receipt of CAGC installation instructions for every project, if not, notify CAGC before installation begins. CAGC is not responsible or liable for improper installation or any damages that occur from improper installation. Laws and building/safety codes governing the design and use of glazed entrances, windows, storefront, and curtain wall products vary widely. CAGC does not control the selection of product configurations, operating hardware, or glazing materials and assumes no responsibility. It is the responsibility of the customer to determine at the time of order whether CAGC materials and products meet the federal, state and local law interpretation and regulations, including ADA or any related codes.