

SPECIFICATIONS  
FOR  
HVAC REPLACEMENT  
FOR

MOUNTAIN VIEW ELEMENTARY SCHOOL

CASSIA COUNTY SCHOOL DISTRICT #151  
BURLEY, IDAHO

DECEMBER 2014

Prepared  
by

Engineered Systems Associates, Inc.  
1355 East Center  
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208-233-0501

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## INVITATION TO BID -

Sealed bids for Mountain View Elementary School HVAC project will be received and opened by a Representative of the Board of Trustees of School District No. 151, Cassia County, Idaho, at 3650 Overland, Burley, Idaho 83318, until 2:00 P.M. on January 22, 2015.

### HVAC REPLACEMENT FOR MOUNTAIN VIEW ELEMENTARY SCHOOL

Specifications or additional details (including bid forms) may be secured from Engineered Systems Associates, Inc. located at 1355 East Center, Pocatello, Idaho 83201. All bids must be on the forms furnished, all blank spaces filled in, and signed with the name, address, and license number of the Bidder. No qualified bids will be read.

Each bid shall be accompanied by a certified check, cashier's check or a bidder's bond (executed by a qualified surety company with the power to do business in the State of Idaho) in the sum of not less than five percent (5%) of the total bid, made payable to School District No. 151, Cassia County, Burley, Idaho. This surety shall be forfeited by the bidder in the event of failure to enter into a contract. Personal and company checks will not be accepted. Compliance with Idaho Public Works Law is required.

The Board of Trustees reserves the right to reject any or all bids or to waive any informalities, or to accept the bid or bids deemed best for School District No. 151, Cassia County, Burley, Idaho.

A mandatory pre-bid walk-through will be held on 3:30 p.m., January 5<sup>th</sup>, 2015. All prime bidders are required to attend. Contact person for this project is Steve Bennett, School Plant Coordinator.

Plans, specifications, proposal forms, and other information are on file for examination at the following locations.

Engineered Systems Associates, Inc.  
1355 East Center, Pocatello, Idaho 83201  
208-233-0501

Twin Falls Plan Room  
124 Blue Lakes Boulevard South, Twin Falls, ID 83301  
208-734-7526

The Builders Exchange  
120 North 12<sup>th</sup> Suite #8, Pocatello, Idaho 83201

One set of documents may be obtained by licensed mechanical and electrical subcontractors from the Engineer for a refundable deposit of \$100.00. Others may obtain documents at cost, non-refundable.

Pam Teeter, Clerk  
School District No. 151

*Publish dates: 30<sup>th</sup> December 2014, 6<sup>th</sup> January 2015.  
Times News- Twin Falls area.*

**INSTRUCTIONS TO BIDDERS**

**BIDS:**

Sealed "Bids" will be received on or before the time and date set forth under "INVITATION TO BID."

The owner reserves the right to accept or reject any part of a bid, a single bid or all bids.

Bidders submitting a "Bid" on this work will be required to figure and furnish everything as called for by these plans, specifications, and the requirements of the "Bid" sheet.

All bids shall be in a sealed envelope addressed to the Board of Trustees of School District No. 151, 3650 Overland, Burley, Idaho 83318. The following shall be written on the exterior of the envelope:

**BIDS FOR 2015 HVAC REPLACEMENT – MOUNTAIN VIEW ELEMENTARY**

Bids to be opened on January 22, 2015 at 2:00 p.m., at the District Office, 3650 Overland, Burley, Idaho 83318. Bids not hand-delivered at the time of the bid opening must be received in the mail or at the Cassia County School District No. 151 office no later than 4:00 pm the day prior to the bid opening.

**MANDATORY PRE-BID WALK-THROUGH**

A mandatory pre-bid walk-through will be held on January 5<sup>th</sup>, 2015. It is required that all prime bidders attend. The walk-through will begin at 3:30 p.m. at the Mountain View Elementary School, 333 W 27<sup>th</sup> St, Burley, Idaho. Access to the building after the walk through must be arranged through Steve Bennett.

**EVIDENCE OF QUALIFICATIONS:**

Upon request of the owner, a bidder whose bid is under consideration for award of the contract shall submit, promptly, satisfactory evidence of his financial resources, his experiences, and the organization and equipment he has available for performance of the contract.

**BID GUARANTEE:**

As a guarantee that, if awarded the contract, the bidder will execute same and furnish bond, each bid will be accompanied by a Certified Check, Cashier's Check or Bid Bond for not less than five percent (5%) of the base bid payable to the Owner. **NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED.**

**INSURANCE:**

All contractors who provide goods or services to the District are required to provide the District with certificates of insurance for General Liability, Auto Liability, Workers Compensation, and Professional Liability, if applicable.

The General Liability and/or Professional Liability certificate must name the District as an additional insured under the contractor's policy.

Certificates are to be provided to the district prior to any work commencing on District property. This would include the placement of any equipment or materials at the work site.

Minimum Insurance Limits

General Liability	\$1,000,000 per occurrence
	\$1,000,000 products and completed operations
	\$1,000,000 annual aggregate
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation	Statutory

**HOLD HARMLESS AGREEMENTS:**

The District expects your work to conform with professional standards. The contractor is expected to hold the District harmless for all damages or claims arising out of the work performed by the contractor. The District will not agree to hold the contractor harmless for damages or claims.

**PERFORMANCE BOND:**

The successful bidder will be required to furnish an 100% performance bond when entering into the contract work, per Idaho Code Section 54-1926, "...conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof."

**PAYMENT BOND:**

The successful bidder will be required to furnish a 100% payment bond when entering into the contract work, per Idaho code Section 54-1926, "solely for the protection of persons supplying labor or materials, or returning, leasing, or otherwise supplying equipment to the contractor or his subcontractors in the prosecution of the work provided for in such contract."

**CONTRACTOR'S LICENSE:**

In compliance with the Idaho Laws, the contractor must be registered with the State of Idaho, and hold the required Public Works Contractor's License before obtaining the contract documents and before submitting a bid for this work

**RETAINAGE:**

The Owner will retain 5% of the Contractor's earned sum to ensure faithful performance and verify that all taxes are paid on projects. The State Tax Commission requires up to 30 days to provide the verification to the Owner.

The five percent retainage may be used by Owner to offset any and all losses incurred by Owner in the course of the performance of the Contract by Contractor, including but not limited to tax liens, defective performance, defective products – including those of subcontractors or other damage caused by Contractor in the performance of this Contract. Owner shall provide Contractor with a written itemization of all sums retained by Owner at the time of its issuance of final payment. Under no circumstances shall Owner retain more than five percent of the contract price without written agreement of Contractor.

**OWNER/CONTRACTOR AGREEMENT:**

Unless otherwise required in the Bidding documents, the Agreement of the Work will be written on a contract similar to AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a stipulated sum.

**EMPLOYMENT OF RESIDENTS OF IDAHO:**

In compliance with Idaho Laws, Sections 44-1001 and 44-1002 Idaho Code, the contractor "...must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in all cases such employers must give preference to the employment of bona fide Idaho residents in the performance of such work..."

**TIME FRAME:**

It is essential that this work be completed on schedule. Construction will begin June 1<sup>st</sup>, 2015, and all work must be complete by August 14<sup>th</sup>, 2015. The successful contractor will be required to work double shifts, overtime, or other arrangements as necessary to insure the project will be completed on time. See section 01142 Liquidated Damages.

**BID SERVICE:**

This project will not be run through the bid service. All sub-bids are to be bid directly to the Prime Bidding Contractors.

**STATE TAX:**

The successful bidder shall within thirty (30) days of award of bid, file appropriate documents with the State Tax Commission as required by the Idaho Code Section 54-1904 A.

END OF INSTRUCTIONS TO BIDDERS

**MOUNTAIN VIEW ELEMENTARY SCHOOL HVAC REPLACEMENT**

**BID FORM**

TO:

GENTLEMEN:

The Undersigned hereby submits the following proposals:

1. BID ITEM:

Having carefully examined the Specifications and Drawings entitled:

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FOR  
MOUNTAIN VIEW ELEMENTARY SCHOOL

as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor and materials and to perform all work as required by and in strict accordance with the above-named documents for the following sum:

BASE BID: (\$ \_\_\_\_\_)

---

2. CONTRACT:

If the undersigned be notified of the acceptance of this proposal,  
\_\_\_\_\_ agrees to execute a contract for  
the above work, for a compensation of the above stated amount.

3. COMPLETION DATE:

The Undersigned hereby also agrees to complete the work contemplated on or before August 1, 2015, and agrees to the Liquidated Damages for work not substantially complete by this date.

The Undersigned acknowledges receipt of addenda numbers \_\_\_\_, \_\_\_\_, \_\_\_\_.

4. ALCOHOL AND DRUG-FREE WORKPLACE:

Pursuant to Idaho Code, Section 72-1717 I, the undersigned certify that

\_\_\_\_\_  
(Name of contractor)  
is in compliance with the provisions of Idaho Code, Section 72-1717 and will maintain such program throughout the life of this contract and shall subcontract work only to subcontractors meeting the requirements of Idaho Code, Section 72-1717 (1)(a).



Dated at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 2013.

Very truly yours,

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Street or Building Address

\_\_\_\_\_  
Authorized Signature, Title

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

\_\_\_\_\_  
Idaho Public Works License No.

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
WORKERS COMPENSATION AND EMPLOYEE LIABILITY EXPIRATION DATE: \_\_\_\_\_

SUB-CONTRACTORS WHO SHALL BE UTILIZED ON THIS CONTRACT:

PLUMBING: (name) \_\_\_\_\_

(Address): \_\_\_\_\_

Idaho Public Works Contractors License No.: \_\_\_\_\_

Idaho Plumbing Contractors License No.: \_\_\_\_\_

HEATING & AIR CONDITIONING (Name) : \_\_\_\_\_

(Address): \_\_\_\_\_

Idaho Public Works Contractors License No.: \_\_\_\_\_

ELECTRICAL (Name): \_\_\_\_\_

(Address): \_\_\_\_\_

Idaho Public Works License No.: \_\_\_\_\_

Idaho Electrical Contractor's License No.: \_\_\_\_\_

END OF BID FORM FOR **MOUNTAIN VIEW ELEMENTARY SCHOOL HVAC REPLACEMENT**

## CONSTRUCTION CONTRACT

This contract is made and entered into, effective as of «**ContractDate**», by and between the Board of Trustees of School District No. 151, Cassia County, Idaho, (“Owner”), and «Company», (“Contractor”), a company duly licensed as a public works contractor in the State of Idaho, as follows:

1. **DESCRIPTION OF WORK.** Contractor shall perform the following described work, in accordance with the contract plans and specifications, more particularly described below:

2015 HVAC REPLACEMENT  
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2. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings Specifications, Addenda issues prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreement either written or oral.
3. **CONTRACT PRICE.** Owner agrees to pay Contractor, for the work described, the total price of «ContractAmount». Payment of this amount is subject to additions or deductions in accordance with the provisions of this contract.
4. **UNIT PRICES.** Unit prices, if any, are as follows:  
**UNIT PRICES GO HERE OR STATE “NONE”**
5. **PAYMENT SCHEDULE.** Based upon applications for payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in these Contract Documents.

Each Application for Payment shall be based on the most recent statement of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials, or equipment, which have not been delivered and stored at the site.

Owner shall make final payment to Contractor no later than 30-days after the issuance of the Architect’s final Certificate for Payment or within thirty (30) days after the work is completed, if the contract is at that time fully performed, and subject to the condition that final payment shall not be due until Contractor has delivered to Owner a complete release of all liens arising out of the contract, or receipts in full covering all labor, materials, and equipment for which a lien could be filed. Notwithstanding the above, Owner will retain five percent of the contract price from the final payment to be released to the Contractor when the Owner receives a tax release from the Idaho State Tax Commission. The five percent retainage may be used by Owner to offset any and all losses incurred by Owner in the course of the performance of the Contract by Contractor, including but not limited to tax liens, defective performance, defective products – including those of subcontractors or other damage caused by Contractor in the performance of this Contract. Owner shall provide Contractor with a written itemization of all sums retained by Owner at the time of its issuance of final payment. Under no circumstances

shall Owner retain more than five percent of the contract price without written agreement of Contractor. In the event that progress payments will be made under this contract, the payment schedule will be set forth below or in an attachment hereto:

*Provided that an Application for Payment is received by the Owner not later than the Twenty Fifth (25<sup>th</sup>) day of a month, the Owner shall make payment to the Contractor not later than the Fifteenth (15<sup>th</sup>) day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment."*

6. **EFFECT OF PAYMENT.** Owner by making payment waives all claims except those arising out of:
- A. Faulty work appearing after final payment is made;
  - B. Work that does not comply with this contract;
  - C. Outstanding claims of lien;
  - D. Failure of Contractor to comply with any special guarantees required by the contract. Contractor, by accepting final payment, waives all claims except those that he has previously made in writing, and which remain unsettled at the time of acceptance.
7. **STARTING AND COMPLETION DATES.** Construction under this contract shall begin on June 1st, 2015, and be completed by August 14, 2015.
8. **RESPONSIBILITIES OF OWNER.** Owner shall furnish all necessary surveys for the work, and shall secure and pay for easements for permanent structures or permanent changes in existing structures or facilities on the work site, or which are necessary for its proper completion.
- Owner reserves the right to let other contracts for construction work to be performed at the work site. Contractor shall cooperate with all other contractors to the effect that their work shall not be impeded by his construction, and shall give such other contractors access to the work site necessary to perform their contracts.
9. **RESPONSIBILITIES OF CONTRACTOR.** Contractor's duties and rights in connection with the above-described project are as follow:
- A. Responsibility for the Supervision of Construction. Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination for all work. Contractor shall supervise and direct the work to the best of his ability, and give it all the attention necessary for such proper supervision and direction. The project shall be completed in a proper, workmanlike manner, consistent with the highest standards of quality in the community.
  - B. Furnishing of Labor, Materials, etc. Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract. Ninety-five percent (95%) of Contractor's employees must be bona fide Idaho residents as required by Idaho Code § 44-1001.
  - C. Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with work on the project in accordance with this contract including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits. Contractor represents that he is authorized to do business in the State of

Idaho and, pursuant to Idaho Code §63-1502, shall provide evidence that he is so qualified.

D. Payment of Taxes.

- i Pursuant to Idaho Code §63-1503, Contractor agrees to pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporation therein accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term. If the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof. In the event of the Contractor's default in the payment or securing of such taxes, excises, and license fees, the Contractor hereby consents that the Owner may withhold from any payment due to the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.
- ii Pursuant to Idaho Code §63-1502, Contractor shall provide evidence that he has paid or secured to the satisfaction of the respective taxing units, as defined in Idaho Code §63-1501, all taxes for which he or his property is liable then due or delinquent.
- iii Pursuant to Idaho Code §63-1504, before Owner shall approve any claim on account of construction work performed as required by this contract, Contractor (or any sub-contractor claimant) must furnish evidence to Owner that he (i.e. Contractor or any sub-contractor, as the case may be) has paid all taxes, excises and license fees due to the state and its taxing units, due and payable during the term of this contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of this contract, notwithstanding they may not yet be due or payable.

E. Except as otherwise provided in Idaho Code §44-1002, Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on the project unless fifty (50) or less persons are employed in which event Contractor may employ ten percent (10%) nonresidents, provided however, in any case Contractor must give preference to the employment of bona fide residents in the performance of said work.

F. Compliance With Construction Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work under and pursuant to this contract. If any of this contract is at variance with any such laws, ordinances, rules, regulations, or orders, he shall notify Owner promptly on discovery of such variance.

G. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all his employees on the project, for those of his subcontractors and their employees, and for those of all other persons doing work under a contract with him. Smoking and alcohol are prohibited on school property. Unauthorized persons are not allowed on the job site.

H. Warranty of Fitness of Equipment and Materials. Contractor represents and warrants to Owner that all equipment and materials used in the work, and made a part of the structures on such work, or placed permanently in connection with such work, will be new, of good quality, free of defects, and in conformity with this contract. It is understood and agreed between the parties to this contract that all equipment and materials not so in conformity will be considered defective.

I. Clean-up. Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by his work or that of his subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the project, together with all of his tools, equipment, machinery, and surplus materials. Contractor agrees, on terminating his work at the site, to conduct general clean-up operations, including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.

J. Indemnity and Hold Harmless Agreement.

- i Contractor agrees to indemnify and hold harmless Owner, and its agents and employees, from and

against any and all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work in this contract, that is (a) for bodily injury, illness, or death, or for property damage, including loss of use, and (b) caused in whole or in part by Contractor's intentional and/or negligent act or omission, the act of an employee or agent of the Contractor or that of a subcontractor.

- ii Contractor further agrees to indemnify, save harmless, and make whole, Owner from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the acceptance thereof by Owner.

K. Performance and Payment Bonds. Contemporaneously with the execution of this contract, Contractor shall provide performance and payment bonds in the form required by Idaho Code § 54-1926. The bonds shall be eighty-five percent (100%) of the contract price and shall provide Owner with security for faithful performance of the contract and also provide security for protection of persons supplying labor and/or materials for the contract.

10. **TIME OF ESSENCE; EXTENSION OF TIME.** All times stated in this contract are of the essence. The time stated in this contract may be extended by a change order from Owner for such reasonable time as it may determine, when in its opinion Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond Contractor's control or which justify the delay. Otherwise, in the event the project is not completed by the scheduled completion date, Contractor shall be required to pay Owner as liquidated damages the sum of \$500 for each calendar day, after the scheduled completion date, that the project is unfinished.

11. **SUBCONTRACTORS.** Contractor agrees to furnish Owner, prior to the execution of this contract, with a list of names of subcontractors to whom he proposes to award the principal portions of the work to be subcontracted by him.

A subcontractor, for the purposes of this contract, shall be a person with whom Contractor has a direct contract for work at the project site.

Contractor agrees not to employ a subcontractor to whose employment Owner reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment he reasonably objects.

All contracts between Contractor and subcontractor shall conform to the provisions of this contract, and shall incorporate in them the relevant provisions of this contract.

12. **ARBITRATION.** All claims and disputes relating to this contract shall be subject to arbitration at the option of either Owner or Contractor in accordance with the Arbitration Rules of the American Arbitration Association for the construction industry.

A. A formal written demand for Arbitration shall be filed with BOTH the other party to this contract AND with the American Arbitration Association, within a reasonable time after the dispute has arisen, but NOT LATER THAN SIXTY (60) DAYS after the claim or dispute arose.

B. A "claim" or "dispute" under this Paragraph arises when the claiming or disputing party FIRST knew or reasonably should have known of the subject matter of the "claim" or "dispute." The

purpose of this Paragraph is to encourage the prompt resolution of any and all “claims” or “disputes.” As a result, any doubts regarding the determination of when such notice occurred shall be resolved by giving all due deference to the EARLIEST date of notice. The determination of when a “claim” or “dispute” occurred shall not be determined by reference to the date where an “impasse” had occurred.

C. The Arbitrator is authorized to award reasonable attorney fees to the prevailing party.

13. **INSURANCE.** Contractor agrees to keep in force at his own expense during the entire period of construction on the project such liability insurance as will protect him from claims, under workers’ compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this contract, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. The minimum liability limits of such insurance shall not be less than the limits required by law for that type of damage claim. Proof of such insurance shall be filed by Contractor with Owner within a reasonable time after execution of this contract. Contractor shall be responsible for insuring all construction materials, tools and equipment stored at the job site.

14. **CORRECTING WORK.** When it appears to the Owner or the Contractor during the course of construction that any work does not conform to the provisions of this contract, Contractor shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or quality of performance in work supervised by him or by a subcontractor, appearing within one (1) year from the date of final payment, or within such longer period as may be prescribed by law.

15. **WORK CHANGES.** Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this contract, and agrees to make corresponding adjustments in the contract price and time for completion.

All changes will be authorized by a written change order signed by Owner. The change order will include conforming changes in the contract price and completion time.

Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order. No work is to be initiated without the written change order in place.

Any adjustment in the contract price resulting in a credit or a charge to Owner shall be determined by mutual contract of the parties, or by arbitration, before starting the work involved in the change.

The total allowance for combined overhead and profit for changes shall be included in the total cost to the owner and shall be based on the following schedule.

A. For the Contractor, 10% over cost.

- B. For the Sub-Contractor, 15% over cost to be divided 10% for Sub-Contractor and 5% for Contractor.
- C. For any Sub-Subcontractor, 15% over cost to be divided 5% for Contractor, 5% for Sub-Contractor, and 5% for Sub-Subcontractor.

16. **CONTRACTOR'S TERMINATION.** Owner may, on five days notice to Contractor, terminate this contract before the completion date specified in this contract, or extended times provided by approved change orders, and without prejudice to any other remedy they may have, if Contractor defaults in performance of any provision in this contract, or fails to carry out his work in accordance with the provisions of the contract documents. If the unpaid balance on the contract price at the time of such termination exceeds the expense of finishing the work, owners will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owners.
17. **GOVERNING LAW.** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.
18. **GENDER AND NUMBER.** As used in this contract, the masculine, feminine, or neuter gender, and the singular or plural number, each shall be deemed to include the other whenever the context so indicates.
19. **ATTORNEY FEES.** In the event that any action, including Arbitration, is filed in relation to this contract, the unsuccessful party in the action shall pay to the prevailing party, in addition to all the sums that either party may be called on to pay at Arbitration, a reasonable sum for the successful party's attorney's fees.
20. **ENTIRE AGREEMENT.** This contract shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated in this contract.
21. **MODIFICATION OF AGREEMENT.** Any modification of this contract or additional obligation assumed by either party in connection with this agreement shall not be binding upon either party except to the extent an amendment in writing, executed by both the Owner and the Contractor.
22. **NOTICES.** Any notice provided for or concerning this contract shall be in writing and be deemed sufficiently given when sent by certified or registered mail and addressed as follows:
- |  |   |
|--|---|
| To: Owner<br>School District No. 151<br>3650 Overland Dr.<br>Burley, Idaho 83318 | To: Engineered Systems Assoc., Inc.<br>1355 East Center St.<br>Pocatello, Idaho 83201 |
|--|---|
23. **ASSIGNMENT OF RIGHTS.** The rights of each party under this contract are personal to that party and may

not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

24. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this contract.

**IN WITNESS WHEREOF** the parties have executed this contract on the date indicated below:

**CONTRACTOR:**  
«Company»

Dated: \_\_\_\_\_

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

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

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

**OWNER:**  
School District No. 151  
Cassia County, Idaho

Dated: \_\_\_\_\_

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

Chris James  
Director of Business Operations

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

10018M.wpd  
REVISED March 1, 2011.cbg  
Reviewed/Approved/BR



KNOW ALL MEN: That we \_\_\_\_\_, Principal,  
\_\_\_\_\_, Surety,

are held firmly bound unto \_\_\_\_\_, Owner,  
in the sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

for the payment of which we bind ourselves, our legal representatives, successors, and assigns, jointly and severally, firmly by the presents.

WHEREAS, Principal has executed contract with Owner, dated  
for

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless the Owner from all cost and indemnify and save harmless the Owner from any defect or defects in any of the workmanship or materials entering into any part of the work which shall develop or be discovered within one year after the final acceptance of such work, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, that the liability hereunder for defects in materials or workmanship for a period of one year after final acceptance of the work shall not exceed the sum of: \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

All persons who have furnished labor or materials for use in or about the improvement shall have a direct right of action under the bond, subject to the Owner's priority.

The Contract, including the completion thereof after default, if any, shall be prosecuted under full supervision of a duly qualified Engineer.

Any payment of payments under the bond shall reduce its penalty to the extent of such payment of payments.

No suit or action may be maintained under the bond unless it shall have been instituted within two years from date on which final payment under the contract falls due.

The Owner and Engineer shall cooperate with and assist Surety in prosecuting its rights and claims, if any, against Principal and others by supplying testimony, books, records, and documentary evidences in their possession.

The Surety hereby waives notice of any alterations, extensions, or forbearance made or extended by the Owner or Principal.

In event Principal is in default under the contract as defined therein, Surety will (a) within fifteen days of determination of such default, take over and assume completion of said contract and become entitled to the payment of the balance of the contract price, or (b) pay the Owner in cash the reasonable cost of completion, less the balance of the contract price including retained percentage. The cost of completion shall be fixed by taking bids from at least three responsible contractors, one chosen by the Owner, one by the Engineer, and one by the Surety. The Surety will make such payment within fifteen days after the cost of completion shall have been so determined.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

(Principal)

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

(Surety)

## **DIVISION 01 - GENERAL PROVISIONS**

### **01002 SCOPE OF WORK**

1. The work to be done under this specification includes the furnishing of all labor, equipment, and materials to do all work as specified and shown on the drawings. It is the intent of these specifications that the work shall be complete and ready for operation before acceptance. The work shall include, but is not necessarily limited to, the following:
  - a. Replacement of two (2) rooftop HVAC units with associated ductwork, electrical, and temperature controls.

### **01005 INTERPRETATIONS**

1. Questions regarding drawings and specifications should be addressed to Engineered Systems Associates, 1355 East Center, Pocatello, Idaho 83201. Questions will be answered by bulletin or addendum addressed to all Bidders. All addenda issued during the time of bidding will be incorporated into the contract. Questions received less than 48 hours before bid time cannot be answered. Contact with District Staff, Board of Trustees, or Administration will be by written permission only.

### **01010 ORDINANCES**

1. The work shall be installed in accordance with the local plumbing and electrical codes, any other government code or ordinance that pertains to this type of work, and to the rules and regulations of the local utility companies.
2. Should these specifications and drawings conflict with any regulatory codes, the most stringent requirement shall govern the proper installation of the work and no extra charge shall be made for any changes required to comply with the code.
3. The contractor hereby binds himself to protect and save harmless the owner from all damages arising from the violation of any and all Federal, State, County, City, and all other laws, rules, regulations, in the performance of the terms of the contract.

### **01015 WORKMANSHIP**

1. Workmanship shall be the best quality of its kind for respective industries, trades, crafts, and practices and shall be acceptable in every respect to the Owner, making good and perfect work in all details of construction.

### **01018 EXAMINATION OF SITE AND CONDITIONS**

1. Before submitting a proposal, Bidders shall carefully examine the drawings and specifications, visit the worksite and fully inform themselves of all existing conditions and limitations, and shall include in their proposal a sum to cover the cost of all items included in the contract and shall rely entirely on their own examination in making their proposal.

### **01020 FEES & PERMITS**

1. The Contractor shall procure all necessary permits, pay for the same and shall obtain all official license for the construction of the work and for temporary obstructions, enclosures, openings of streets for pipes, walls, etc. arising from the construction and completion of the work as mentioned in the specifications. He shall be responsible for all violations of the law for any reason in connection with the construction of the work or caused by obstructing streets, sidewalks, etc., and he shall give all requisite notice to public authorities.

### **01040 HOLD HARMLESS AGREEMENT**

1. In addition to obtaining insurance coverage as required by the Contract Documents above, Contractor shall indemnify and save harmless Owner from and against any and all liability, demands, causes of action, or claims thereof, whether well-founded or otherwise, including the cost of defending the same, for bodily injury to any

person whomsoever, (including employees of Owner) or damage to property of any person in the course of, or in connection with, the operations by Contractor under this Contract. No subcontractor shall relieve the Contractor of any of his liability or obligations under the contract. Contractor agrees that he is fully responsible to Owner for acts or omissions of his sub-contractors and their material men and of persons either directly or indirectly employed by them.

#### **01045 LIENS AND ENCUMBRANCES**

1. The Contractor, before receiving final payment of the job, shall furnish evidence of satisfactory and complete release on all liens and encumbrances of any nature that he may have placed thereon.
2. All sub-contractors furnishing material must be paid in full and receipted bills therefrom be submitted before final payment is made.

#### **01050 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

1. Perfect coordination of all the documents comprising the contract is sought in their preparation. The formal contract document shall, however, be construed as precedent to and as superseding provisions in, or inferences drawn from provisions in any or all other documents of the contract in disagreement therewith. In case of disagreement between the drawings and the specifications, the specifications' requirements shall prevail. Requirements shown on the drawings and not cited or contradicted in the specifications or requirements cited in the specifications and not shown on the drawings, shall be as binding upon the parties as though cited in the specifications and shown on the drawings.

#### **01055 DETAIL DRAWINGS AND INSTRUCTIONS**

1. Contractor shall check all drawings and any supplementary drawings which may be furnished by the Engineer and shall promptly notify the Engineer of any discrepancies. Each Contractor shall compare all drawings and verify figures before laying out his work and will be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements, notwithstanding the giving of scale, or figure, dimensions on the drawings. All questions regarding the figures, drawings, plans and specifications and the interpretation thereof and resolving of conflicts and inconsistencies therein shall be determined by the Engineer, and the work shall be performed in accordance with such determinations and instructions of the Engineer.
2. The omission from the drawings or specifications or the description of details of work which is evidently necessary to carry out the intent of the drawings and specifications, or which is customarily performed, shall not relieve the Contractor from performing such omission and details of work but they shall be performed as if fully, correctly set forth and described in the drawings and specifications.

#### **01060 CHANGES IN THE WORK**

1. The owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of the time caused thereby shall be adjusted at the time of ordering such change.
2. The total allowance for combined overhead and profit for changes shall be included in the total cost to the owner and shall be based on the following schedule: A. For the Contractor, 10% over cost.; B. For the Sub-Contractor, 15% over cost to be divided 10% for Sub-Contractor and 5% for Contractor; and C. For any Sub-Subcontractor, 15% over cost to be divided 5% for Contractor, 5% for Sub-Contractor, and 5% for Sub-Subcontractor.

#### **01065 BRAND NAMES AND SUBSTITUTIONS**

1. Reference in this specification to any product or material by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limited competition. The Contractor may, at

his option, use any product or material that conforms with this specification for which he has received written approval five days prior to bid opening.

2. Substitution request shall include complete submittal data showing compliance with the specified items and listing any differences from that specified.

#### **01070 EQUIPMENT SUBMITTAL**

1. Equipment and materials proposed for installation shall be submitted in six copies to the Engineer by the Contractor for the Engineer's approval or rejection. The schedules shall include catalogs, cuts, drawings and such other descriptive data or samples that are requested by the Engineer. The submittals must be in the Engineer's office not later than ten (10) days after award of contract. Contractor shall not order any equipment until he has received written approval from the Engineer.
2. The contractor shall provide all labor, materials, tools, and equipment, etc. necessary for the complete and substantial execution of everything described in the plans and specifications.

#### **01075 CONTRACTOR SHALL VISIT THE SITE**

1. The Contractor shall visit the site before placing his bid in order to become familiar with existing conditions. No extra charge will be paid to the Contractor due to his failure to completely ascertain existing conditions.

#### **01080 MATERIALS, EQUIPMENT AND ACCESSORIES**

1. Unless otherwise specified, all equipment, accessories and materials shall be new and undamaged, and the workmanship shall be of the best quality for use intended and shall be acceptable to the Engineer or Owner.
2. Equipment, accessories and materials shall be essentially the standard products of the manufacturer, or as specified herein. Where two or more units of the same class of new equipment are required, these units shall be products of a single manufacturer.
3. The contractor shall make arrangement and coordinate with the Maintenance Dept. for storage of materials and equipment. Any damages of life or property caused by storage of materials on the above indicated place shall be paid for by the contractor, who shall hold the owner harmless for any damages concerning the same.

#### **01085 REMOVING OF DEBRIS, ETC.**

1. The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all tools and surplus materials and shall leave his work clean. In case of dispute, the owner shall remove the rubbish and surplus materials and charge the cost to the contractor.
2. Upon completion of the work remove all surplus materials and rubbish. Clean all spots resulting from this work from hardware, floors, glass, walls, etc. Do all required patching up and repair of work of other trades damaged by this division of the work and leave the premises in a clean, orderly condition.

#### **01090 INSPECTIONS**

1. The Contractor must at all times allow the Owner's authorized representative to come on the job for the purpose of inspection and lend any assistance necessary to help this work along.

#### **01092 MAINTENANCE & OPERATING MANUALS**

1. Prior to the pre-final project review, this Contractor shall compile two (2) sets of Maintenance and Operating Instructions. Bind each set in a three-ring loose leaf binder. Manuals shall include, but shall not be limited to, the following:
  - a. Provide a master index at beginning of Manual showing items included. Use plastic index tabs for

sections of Manual.

- b. First section shall have an index tab labeled "General" and shall contain the following information:
    1. One sheet consisting of names, addresses, and phone numbers of Mechanical & Electrical Engineers, General Contractor, and Subcontractors.
    2. One sheet entitled List of Suppliers which gives a complete list of equipment installed with name, address, and phone number of vendor for each item of equipment.
    3. Sheets entitled Description of System which give a general description of the mechanical system. The information should be broken into three categories:
      - Major Equipment Location
      - Descriptions of Systems and Operations
      - Suggested Maintenance and Routines:
        - a) Summary list of mechanical equipment requiring lubrication showing name of equipment, location, and type and frequency of lubrication.
        - b) List of mechanical equipment used indicating name, model, serial number, and name plate data of each item together with number and name associated with each system item.
  - c. The second section shall have an index tab labeled "Equipment" and shall be followed by an index tab for each type of equipment, including plumbing fixtures, temperature controls, doors, ceilings, floor, and electrical.
    1. Include approved copies of submittals for each piece of equipment. Literature shall show capacities and size of equipment used and be marked indicating each specific item with applicable data underlined.
    2. Include manufacturer's published maintenance and operating instructions for each piece of equipment.
      - a) Instructions shall include name of vendor, installation instructions, parts numbers & lists, operation instructions of equipment, and maintenance & lubrication instructions.
      - b) Step-by-step procedure to follow in putting each piece of mechanical equipment into operation.
      - c) Provide schematic control diagrams for each separate fan system, refrigeration system, heating system, control panel, etc. Each diagram shall show locations of start-stop switches, insertion thermostats, room thermostats, thermometers, firestats, pressure gauges, automatic valves, and refrigeration accessories. Mark correct operating settings for each control instrument on these diagrams.
      - d) Provide diagram for electrical control system showing wiring of related electrical control items such as firestats, fuses, interlocks, electrical switches, and relays.
      - e) Provide a drawing of each temperature control panel identifying components on the panels and their function.
      - f) Provide a sequence of control as part of the temperature control section.
  - d. Provide an index tab for the Air Balance and Test Run Reports and insert the reports.
2. These manuals shall be submitted to the Engineer for approval and distribution prior to the pre-final project review.

#### **01100 BUILDING DAMAGE**

1. This Contractor shall be responsible for any damage to the building, carpets, furnishings, etc., caused by his workmen. Special care shall be taken to cover all carpets, floors, protect wall and ceilings. If floors are damaged repairs will be at the Contractors expense. If carpets are soiled by this Contractor, he shall clean the carpets at his expense. If building walls are soiled, he shall be required to clean the walls or repaint them. Take special care in moving about in this building facility. Protect stairs with covering and plywood.
2. All walls, floors and ceilings shall be protected in the areas of construction and the areas of access to the construction. Any damage to existing surfaces shall be patched and repaired to match the existing conditions as approved by the Engineer at the Contractor's expense.

#### **01105 CONTRACTOR USE OF BUILDING FACILITIES**

1. This Contractor will not be allowed the use of the building rest room facilities, showers, cooking facilities, refrigerators, etc., or to occupy other areas of the building such as classroom facilities. Lunches and food

should be eaten in the mechanical room or outside of the building. The Contractor will be responsible to clean the facilities when he leaves the project.

2. The Contractor shall provide onsite temporary toilet facilities for use of Contractor's employees during the period of work on this contract.

#### **01110 CO-ORDINATION AND SCHEDULING**

1. Contractor shall confer with the Owner at site to determine most suitable time to perform the work. Once started, the installation shall be completed promptly to get the system back in service as soon as practical.

#### **01115 TEST RUN**

1. Contractor shall operate system for such time as necessary to demonstrate satisfactory performance. Make required adjustments and instruct Owner's representative in its proper operation and maintenance.

#### **01120 GUARANTEE**

1. Contractor shall warrant and guarantee all work performed by him directly and by his sub-contractors, and shall make good any defect in workmanship or materials which may develop in his work within one year from the date of final acceptance thereof. Any repairs, adjustments or replacements must be made promptly after notification from the Owner of such defects.

#### **01122 PATCHING AND PAINTING EXCEPT WHERE NOTED OTHERWISE.**

1. Necessary openings shall be cut to approximately the required size with neat workmanship and with openings properly located for the proper operation of the system and the utility of the space considered. Necessary patching shall be done in such a way that brick and concrete if removed shall be restored as it was. Plaster shall be restored as it was; plaster shall be spackled or re-plastered as required. All surfaces shall be restored with first quality materials of a color to properly match the existing materials surrounding the opening or place where patching has been done.
2. All equipment furnished in finished painted condition by this Contractor shall be left without mark or scratch. Any necessary refinishing to match original shall be done.
3. It is the Contractor's responsibility to patch and repair all openings or unfinished areas left by the Contractor and subcontractors due to the demolition of the existing equipment and piping or installation of new equipment and piping except where noted. Areas shall be patched to match the existing conditions where noted. Painting will be done by the Owner.

#### **01125 APPLICATIONS FOR PAYMENTS**

1. At least ten (10) days before the request for the first payment on the contract the Contractor shall furnish to the Engineer, for his approval, a schedule of values or a breakdown of the various parts of the work as subdivided in the specifications (for the total equaling the contract price) on forms approved by the Engineer in triplicate. The approved values shall become the basis for determining progress payments and for negotiating change orders. Reference be made to the Contract Agreement, a copy of which is bound with these specifications.
2. At least ten (10) days before each payment falls due, the Contractor shall submit to the Engineer three copies of a statement of the form described above showing the proportionate part of the work performed and materials on the site up to the first of the month, which date shall be the termination of the period covered by the payment. Such statement shall be made in the form approved by the Engineer, but it shall not be binding against the Engineer's judgment.
3. Application for payments dated on or prior to the 25<sup>th</sup> of the month, shall be made by the 15<sup>th</sup> of the following month. Application for payments dated after the 25<sup>th</sup> of the month, payment shall be made within the next pay cycle.

4. The first payment on this project will be made after July 1, 2015.

#### **01130 CONTRACTOR'S LIABILITY FOR TAXES**

1. In accordance with Section 3, Chapter 246, Idaho Session Laws, 1937, the Contractor in consideration of securing the business of erecting or construction public works in the state, recognizing that the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property contained therein may be without the state when taxes, excises or license fees to which he is liable become payable, agrees:
  - a. To pay promptly when due all taxes (other than real property) and license fees due to the state, its subdivisions and municipal or quasimunicipal corporation therein accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term.
  - b. That if said taxes, excises and license fees are not payable at the end of such term, both liability for the payment thereof, exists, even though the same constitute liens upon his property to secure the same to the satisfaction of the respective officers charged with the collection thereof;
  - c. That, in the event of his default in the payment of securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into the Contract may withhold from any payments due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.
  - d. The Contract Sum and any agreed variations there, includes all Federal, State and Local taxes imposed by law.

#### **01135 OWNERSHIP OF REMOVALS**

1. The Owner shall have first right to claim any of the existing equipment or materials being removed. The Contractor shall notify the Owner when he is ready to do the demolition and the Owner shall have a maximum of one week to make his wishes known to the Contractor. A list of Owner desired equipment will be issued as an addendum.
2. The Contractor shall be responsible for any or all other removals as may be necessary and required to entirely complete the work included under this contract.
3. All apparatus, equipment, fixtures, electrical work, mechanical work, utilities, piping and all other salvageable materials of whatever character shall carefully be removed by the Contractor and/or Subcontractors and same shall be the property of the Contractor, except where specifically called out on the drawings or listed in the addendum.

#### **01136 DEMOLITION**

1. The Contractor shall contain demolition work required in each room or area so as to minimize any dust and damage to other parts of the building.
2. Protect all walls, floors and ceilings where demolition takes place.
3. Remove all material from the building as soon as possible and protect areas of exit from damage from the removed material and equipment.

#### **01140 ROOFING REPAIRS**

1. All roofing and patching related to any new work on the roof to be performed by a certified roofing Contractor. The curbs are to extend a minimum of 12 inches above the roof surface. Roofing Contractor shall inspect existing roof where new work is to be done to verify condition and protection required.

#### **01142 ASBESTOS**

1. Any asbestos encountered shall be called to the attention of the engineer and the owner.
2. All asbestos removal work will be taken care of by the school district under separate contract.



**01146 LIQUIDATED DAMAGES**

1. The Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as fixed, agreed and liquidated damages, and not as a penalty, for each calendar day of delay until work is Substantially Complete.

One Thousand and no/100-----Dollars (\$1,000.00)

**01147 SUPERINTENDENT**

1. The Contractor shall employ a competent Superintendent who shall be in attendance at the project site during the performance of any work by the Contractor or his sub-contractors. The Superintendent shall represent the Contractor and communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing.
2. The Superintendent shall not be changed except with the consent of the Engineer unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. Under this circumstance the new Superintendent shall also be satisfactory to the Engineer and the Owner.
3. The Superintendent shall coordinate all work of the sub-contractors so as to insure the work is completed on time and coordinate between all sub-contractors.
4. The Superintendent shall have safety and coordination meetings with all contractors and sub-contractors at least weekly.

**01148 CONSTRUCTION MEETINGS**

1. At the pre-construction meeting all contractors and sub-contractors shall be present. A construction schedule shall be presented by the contractor.
2. Construction meetings will be scheduled for the project. All contractors and sub-contractors working at the time are expected to be present for the construction meetings.
3. The Owners representative and the Engineer will be present at all construction meetings.

**01150 GENERAL CONDITIONS**

1. By reference, the Standard Form of the American Institute of Architects for General Conditions of the Contract, A.I.A. Document A 201 is a part of this contract.

**END OF DIVISION 01**