

ADDENDUM

Project: Pocatello West Stake Chapel HVAC

Project No.: 506 0354

Addendum No.: 1

Project Address: 3444 Hawthorne Rd Pocatello, Idaho 83201

Date: 4-19-19

Owner: Corporation of the Presiding Bishop of The Church of Jesus Christ
Of Latter-day Saints, a Utah corporation sole.

From (Architect): Engineered Systems Associates, Inc.

Instructions to Prospective Bidders:

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and/or prior Addenda as noted below. All conditions, requirements, materials and workmanship are to be as described in the Contract Documents unless specifically stated otherwise. This Addendum consists of ___ page(s) and the attached drawing(s), Sheet(s) _____, dated _____.

1. Changes to prior Addenda:

a. None

2. Changes to Bidding Requirements:

a. None

3. Changes to Conditions of the Contract:

a. None

4. Changes Specifications:

a. See revised Contractor Bid Proposal and Maintenance Project Agreement Attached. Please use this bid form to submit your bids.

5. Changes to Drawings:

Sheet M-1

- a. Reference note 5. Remove existing relief air duct completely. Cap at duct flange at ceiling. Remove (2) relief air grilles in Chapel. Existing equipment can be removed and new equipment installed thru these openings. Enlarge openings as required. After all new equipment is installed, patch openings with 2x6 studs, R-19 Batt insulation, and sheetrock. Tape, texture, and paint to match existing wall systems.

Sheet ME-2

- a. Reference note A. Actual refrigerant pipe sizes are 1-5/8 inches and 7/8 inches. Contractor to verify with MFG Recommendations on which—if any piping needs to be replaced. See Attached York Sizing Charts. Any piping not replaced still needs to be cleaned and pressure tested as specified.
- b. Any refrigerant lines not-accessible in walls or ceilings may be kept as long as they are cleared and pressure tested as specified.

End of Addendum

Refrigerant
Pipe Sizing Chart

Refrigerant
410A Pipe Sizing Chart

R-410A
Refrigerant Line Sizing Chart

Basic Air Conditioning Piping Recommendations – Liquid Lines | York Centr...

yorkcentraltechtalk.wordpress.com | 531 × 742 png | Image may be subject to copyright.

Tons	Line Size	Maximum Total Equivalent Length								Velocity
		75	100	125	150	175	200	225	250	FPM
1.5	5/16	75	90	85	85	80	75	75	70	223
	3/8	75	100	95	95	95	95	90	90	138
2.0	5/16	75	80	75	70	65	60	55	50	297
	3/8	75	95	90	90	85	85	85	80	184
2.5	3/8	75	90	85	85	80	80	75	70	230
	1/2	75	100	100	100	100	95	95	95	123
3.0	3/8	75	85	85	80	75	70	65	60	276
	1/2	75	100	100	95	95	95	90	90	148
3.5	3/8	75	80	75	70	65	60	55	50	322
	1/2	75	95	95	95	95	90	90	90	173
4.0	3/8	75	75	70	60	55	45	40	35	368
	1/2	75	95	95	95	90	90	90	85	198
5.0	3/8	70	60	50	40	30	20	10	0	*460
	1/2	75	95	90	90	85	85	80	80	247
7.5	1/2	75	80	80	75	70	65	60	55	370
	5/8	75	95	95	95	90	90	90	85	231
10	5/8	75	90	90	85	85	80	80	75	307
	3/4	75	100	95	95	95	95	90	90	210
12.5	5/8	75	85	85	80	75	70	65	65	384
	3/4	75	95	95	90	90	90	90	85	262
15	3/4	75	95	90	90	85	85	85	80	315
	7/8	75	100	95	95	95	95	95	90	222
20	3/4	75	85	85	80	75	70	70	65	419
	7/8	75	95	95	90	90	90	85	85	296
25	7/8	75	95	90	90	85	85	80	75	371
	1-1/8	75	100	100	100	95	95	95	95	217

*Note: Exceeds recommended maximum velocity of 400 fpm, consider noise when selecting this pipe size.

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
guides and look at the limitations — **75 to 100 actual feet** (not equivalent) is 1 line size for most small tonnage units.

Tons	Line Size	Total Equivalent Length								Velocity FPM
		75	100	125	150	175	200	225	250	
1.5	5/8	3	4	5	7	8	10	12	13	1185
	3/4	3	4	5	6	8	10	11	12	808*
2.0	5/8	2	4	6	7	-	-	-	-	1582
	3/4	3	4	4	5	6	7	8	10	1078
2.5	3/4	2	3	4	5	6	7	8	10	1346
	7/8	2	3	4	5	6	6	7	8	952*
3.0	3/4	2	2	4	5	6	8	-	-	1616
	7/8	2	3	3	4	5	5	6	7	1143
3.5	3/4	2	3	4	6	-	-	-	-	1887
	7/8	2	2	3	3	4	5	6	7	1333
4.0	3/4	2	4	5	-	-	-	-	-	2155
	7/8	1	2	2	3	5	6	7	8	1523
5.0	7/8	1	2	3	5	6	-	-	-	1905
	1-1/8	1	2	2	3	3	4	4	5	1117
7.5	1-1/8	1	1	2	2	3	4	5	5	1676
	1-3/8	1	1	2	2	3	3	3	4	1100
10	1-3/8	1	1	1	2	2	2	3	3	1467
	1-5/8	1	1	1 ^{1/2}	2	2	2	3	3	1036
12.5	1-3/8	1	1	1	1	2	2	3	4	1834
	1-5/8	1	1	1	1	2	2	2	3	1295
15	1-3/8	1	1	1	2	3	4	5	-	2200
	1-5/8	1	1	1	1	1	2	2	2	1554
20	1-5/8	1	1	1	1	1	2	3	3	2073
	2-1/8	1	1	1	1	1	1	2	2	1191
25	1-5/8	1	1	1	2	3	4	-	-	2591
	2-1/8	1	1	1	1	1	1	1	2	1489

*Velocity is below 1000 fpm, should only be used on horizontal line.

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CONTRACTOR BID PROPOSAL AND MAINTENANCE PROJECT AGREEMENT

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, ("Owner") and the undersigned Contractor ("Contractor") hereby agree as follows:

1. **Project Site.**

Property Number: 506 0354
Address: 3444 Hawthorne Rd Pocatello, Idaho 83201
Project Type: HVAC Upgrade
Project Name: LDS Pocatello West Stake HVAC Upgrade

2. **Scope of the Work.** Replace Chapel air handlers, ducts furnaces, and A/C units with new ones.

3. **Contract Documents.** Contract Documents consist of:
- This Agreement;
 - The Specifications (Division 01, 23, and 26)
 - Drawings entitled: .
 - Addendum No. _____ dated _____; and
 - All written Field Changes, written Construction Change Directives and written Change Orders when prepared and signed by Owner and Contractor.

4. **Compensation.** Owner will pay Contractor for performance of Contractor's obligations under the Contract Documents the sum of

_____ Dollars
(\$) _____. This is
the Contractor's Bid Proposal Amount.

5. **Payment.**

- If the Contractor's Bid Proposal Amount is over \$50,000.00, Contractor will submit to Owner a schedule of values which allocates the Contractor's Bid Proposal Amount to various portions of the Work. This schedule, when accepted by Owner will be used as a basis for reviewing Contractor's payment requests.
- Not more than once each month, Contractor will submit a payment request to Owner. Owner will pay Contractor for work completed within thirty (30) days after Owner receives:
 - Contractor's payment request for work to date;
 - a certification by Contractor that Contractor has paid for all labor, materials, and equipment relating to the Work covered by prior payment requests and that Contractor will pay for all labor, materials, and equipment relating to the Work covered by the current payment request; and
 - releases of all mechanics' liens and claims of subcontractors, laborers, or material suppliers who supplied labor and/or materials for the Work covered by the payment request.Owner may modify or reject the payment request if, in Owner's opinion, the Work for which payment is requested is not acceptable or is less complete than represented on the payment request.

6. **Extras and Change Orders.** Owner may order changes in the Work by altering, adding to, or deducting from the Work. In the event of such a change, Contractor's compensation and/or the time of completion will be adjusted to reflect the change. Contractor will not commence work on any change until either: (a) Contractor and Owner have agreed in writing to the amount of the adjustment resulting from the change; or (b) Owner has issued an order for the change acknowledging that there is a dispute regarding the compensation adjustment relating to the change. If Contractor proceeds with a change in the Work without complying with the preceding sentence, Contractor agrees that it will not be entitled to any additional compensation for such change.

7. **Correction of Work.** Contractor will promptly correct, at its own expense,
- any portion of the Work which
 - fails to conform to the requirements of the Contract Documents, or
 - is rejected by the Owner as defective or because it is damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
 - any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Substantial Completion or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents.

8. **Time of Completion.** Contractor will complete the Work and have it ready for Owner's inspection within Forty-five (45) calendar days from Notice to Proceed issued by Owner. Time is of the essence. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner, or by changes in the Work, or by strikes, lockouts, unusual delay in transportation, unavoidable casualties, or acts of nature beyond Contractor's control, then the time for completion will be extended by the time that completion of the Work is delayed. However, Contractor expressly waives any damages for any such delays other than those delays willfully caused by Owner.

9. **Permits, Surveys, and Taxes.** Contractor will obtain and pay for all permits and licenses, and also pay any applicable taxes. Contractor will also obtain and pay for any surveys it needs to perform the Work. Contractor will conform to all ordinances and covenants governing the Project Site and/or Work.

10. **Compliance with Laws.** Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public authorities relating to performance of the Work.

11. **Payment of Subcontractors and Materialmen.** Contractor will promptly pay for all labor, materials, and equipment used to perform the Work.

12. **Contractor's Insurance.** Prior to performing any work, Contractor will obtain and maintain during the term of this Agreement: Commercial General Liability Insurance, Workers' Compensation Insurance, Automobile Liability Insurance, and Employers' Liability Insurance. In the event the Contractor's Bid Proposal Amount is over \$100,000.00, Contractor's Commercial General Liability Insurance will meet the following additional requirements:
- Insurance Services Office (ISO) form *Commercial General (CG) 00 01 (11/93)* or an equivalent, occurrence policy with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - Contractor's insurer will add the Owner as an additional insured on this policy using ISO endorsement *CG 2010 (10/93)* or its equivalent.

Automobile Liability Insurance will be for "any auto" for which Contractor may be legally responsible, and with not less than One Hundred Thousand Dollars (\$100,000.00) combined single limit coverage. In the event the Contractor's Bid Proposal Amount is over \$100,000.00, the required

- Automobile Liability insurance combined single limit coverage will be at least One Million Dollars (\$1,000,000.00).
13. **Independent Contractor Relationship.** The parties expressly agree that Contractor is not an agent or employee of Owner but is an independent contractor solely responsible for all expenses relating to Contractor's business.
14. **Indemnity and Hold Harmless.**
- a. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, damages, liability, demands, costs, judgments, awards, settlements, causes of action, losses and expenses (collectively "Claims" or "Claim"), including but not limited to attorney fees, consultant fees, expert fees, copy costs, and other expenses, arising out of or resulting from performance of the Work, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Owner from all losses or injury to Owner's property, except to the extent that such loss or injury arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to completion of the Work. In the event that any Claim is caused in part by a party indemnified hereunder, that party will bear the cost of such Claim to the extent it was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. Contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party.
- b. In addition to the foregoing, Contractor will be liable to defend Owner in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Owner's property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate county and/or local jurisdiction and provide Owner with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Owner in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.
- c. In addition to the foregoing, Contractor will indemnify and hold Owner harmless from any claim of any other contractor resulting from the performance, nonperformance or delay in performance of the Work by Contractor.
- d. The indemnification obligation herein will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
15. **Resolution of Disputes.** In the event there is any dispute arising under the Contract Documents which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to Director of Architecture, Engineering, and Construction, Physical Facilities Department, 50 East North Temple, Salt Lake City, Utah 84150, who will convene a dispute resolution conference within thirty (30) days. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference or be time barred. Submission of the dispute to the Director as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the Director, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorneys fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses.
16. **Termination of Agreement by Contractor.** In the event Owner materially breaches any term of the Contract Documents, Contractor will promptly give Written Notice of the breach to Owner. If Owner fails to cure the breach within ten (10) days of the Written Notice, Contractor may terminate the Agreement by giving Written Notice to Owner and recover from Owner the percentage of the Contract Sum represented by the Work completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation or damages as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
17. **Termination of Agreement by Owner for Cause.** Should Contractor make a general assignment for the benefit of its creditors, fail to apply enough properly skilled workmen or specified materials to properly prosecute the Work in accordance with Contractor's schedule, or otherwise materially breach any provision of the Contract Documents, then Owner may, without any prejudice to any other right or remedy, give Contractor Written Notice thereof. If Contractor fails to cure its default within ten (10) days, Owner may terminate this Agreement by giving Written Notice to Contractor, take possession of the premises and all materials, tools, and appliances thereon, and finish the Work by whatever method Owner deems expedient. In such case, Contractor will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, including compensation for additional administrative, architectural, consultant, and legal services (including without limitation attorneys fees, expert fees, copy costs, and other expenses), such excess will be paid to Contractor. If such expense exceeds the unpaid balance, Contractor will pay the difference to Owner. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as

well as all warranties relative to Work provided through the date of termination survive a termination hereunder.

18. **Termination of Agreement by Owner for Convenience.** Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in its absolute discretion, terminate the Agreement at any time. In the event of such termination, Contractor will be entitled to recover from Owner the percentage of the Contract Sum equal to the percentage of the Work which Owner and/or its architect determines has been completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
19. **Assignment of Contract.** The parties hereto will not assign any rights or obligations under this Agreement without the prior written consent of the other party.

Documents. The Contract Documents may be amended only in a written document signed by both parties hereto.

21. **Applicable Law.** The parties acknowledge that the Contract Documents have substantial connections to the State of Utah. The Contract Documents will be deemed to have been made, executed, and delivered in Salt Lake City, Utah. To the maximum extent permitted by law, (i) the Contract Documents and all matters related to their creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, excluding conflicts of law rules, and (ii) all disputes arising from or related to the Contract Documents will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.
22. **Enforcement.** In the event either party commences legal action to enforce or rescind any term of the Contract Documents, the prevailing party will be entitled to recover its attorneys fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, in that action and on all appeals, from the other party.
23. **Bid Proposal/Agreement.** Contractor's submission to Owner of this agreement signed by Contractor will constitute Contractor's offer and bid proposal to perform the Work described in this agreement according to the terms thereof. Owner's signing of this agreement and delivery to Contractor of the signed copy thereof will constitute acceptance of Contractor's offer and will convert this document to a binding agreement.
24. **Effective Date.** The effective date of this Agreement is the date indicated by the Owner's signature

OWNER:	CONTRACTOR:
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole,	company name
By:	By:
Designated Representative	Authorized Representative
Print Name: Nathan Ricks, Pocatello, ID FM	Print Name:
Address: 3444 Hawthorne Rd Pocatello, ID 83201	Title:
	Address:
Telephone No: (208) 709 3100	Telephone No:
Fax No.	Fax No.
Effective Date:	Fed. I.D. or SSN: No
Reviewed by:	Date:

20. **Integration Clause.** The Contract Documents reflect the full agreement of the parties with respect to the Project and the Work and supersede all prior discussions, agreements, and representations regarding the subject matter of the Contract

