

INFORMAL BID
SPECIFICATIONS
FOR
KENNEDY ELEMENTARY SCHOOL
BOILER REPLACEMENT
School District No. 321
Rexburg, Idaho
June 2020



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

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INVITATION TO BID

Sealed bids for HVAC projects will be received and opened by a Representative of the Madison School District 321, 60 West Main Street, Rexburg, Idaho, June 23, 2020 at 11:00 am for:

KENNEDY ELEMENTARY SCHOOL BOILER REPLACEMENT

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 Madison School District 321, 60 West Main Street, Rexburg, Idaho. This surety shall be forfeited by the bidder in the event of failure to enter into a contract. 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 Madison School District 321, 60 West Main Street, Rexburg, Idaho.

A pre-bid walk-through will be held on June 16, 2020, at 11:00 am at 60 S Fifth W. Rexburg, ID 83440. Bidders are encouraged to attend. Contact people for these projects are:

- A. Varr Snedaker: phone: (208) 359-3300 ext 3403 email: SnedakerV@msd321.com
- B. Reed Ellis: phone: (208) 359-3300 email: ellisr@msd321.com

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

Engineered Systems Associates
1355 East Center
Pocatello, Idaho 83201

One set of documents may be obtained by licensed mechanical and electrical subcontractors from the Engineer for a refundable deposit of \$50.00. Others may obtain documents at cost, non-refundable.

REXBURG STANDARD JOURNAL

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 or all bids.

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

All bids shall be in a sealed envelope addressed to the Board of Trustees Madison School District 321, 60 West Main Street, Rexburg, Idaho. The following shall be written on the exterior of the envelope:

BIDS FOR KENNEDY ELEMENTARY BOILER REPLACEMENT.

Bid to be opened June 23, 2020 at 11:00 am. for Kennedy Elementary School Cooling Tower/HeatExchanger at Madison School District 321 located at 60 West Main Street, Rexburg, Idaho.

The successful low bidder shall, within 14 days of the Bid Opening, Provide a Bid Cost breakdown per building and trade, to the Engineer.

PRE-BID WALK-THROUGH

A pre-bid walk-through will be held on June 16, 2020 at 11:00 am. It is recommended that all bidders attend. The walk-through will begin at the Kennedy Elementary School (605 5th West St., Rexburg, Idaho).

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.

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.

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 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, and Workers Compensation.

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 a 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."

FORM WH5:

Per Idaho Code Section 54-1904A, within thirty (30) days of award of bid the contractor shall file with the state Tax Commission a form WH-5, Public Works Contract Report. The contractor will also provide the owner with a copy of the completed form WH-5.

5% 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. Upon receipt of verification, the Owner will release the 5% retainage to the 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..."

END OF INSTRUCTIONS TO BIDDERS

BID FORM**KENNEDY ELEMENTARY SCHOOL BOILER REPLACEMENT**TO: Madison SD #321

The Undersigned hereby submits the following proposals:

1. BID ITEM:

Having carefully examined the Specifications and Drawings entitled:

KENNEDY ELEMENTARY SCHOOL BOILER REPLACEMENT

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: _____ (dollars)

(\$ _____)

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 90 days from
award of contract.

The Undersigned acknowledges receipt of addenda numbers ____, ____, ____.

Dated at _____ this _____ day
of _____ 2020 _____.

Very truly yours,

Bidder_____
By_____
Idaho Public Works License No._____
Street or Building Address_____
City State Zip_____
Telephone

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.:

HYDRONIC PIPING (Name):

(Address):

Idaho Public Works License No.:

ELECTRICAL (Name):

(Address):

Idaho Public Works License No.:

Idaho Electrical Contractor's License No.:

END OF BID FORM FOR - KENNEDY ELEMENTARY BOILER REPLACEMENT.

AGREEMENT

THIS AGREEMENT MADE THE _____ day of _____ in the year Two Thousand and Twenty.

By and Between

_____ hereinafter called the CONTRACTOR and

_____ hereinafter called the OWNER.

WITNESSETH: That the CONTRACTOR and the OWNER for the consideration hereinafter named agree as follows:

FIRST: SCOPE OF THE WORK - The CONTRACTOR shall furnish all the materials and perform all the work shown on the Diagrams and described in the Specifications entitled:

KENNEDY ELEMENTARY SCHOOL BOILER REPLACEMENT
FOR
MADISON SCHOOL DISTRICT #321

prepared by Engineered Systems Associates, 1355 East Center, Pocatello, Idaho 83201, all in accordance with the Contract Documents.

SECOND: TIME OF STARTING - The work to be performed under this contract shall be commenced on award of contract.

THIRD: TIME OF COMPLETION - The work shall be completed no later than 90 days from award of contract.

FOURTH: CONTRACT SUM - The contract sum shall be determined as follows:

(\$ _____)

FIFTH: PROGRESS PAYMENTS - The OWNER shall make payments on account of contract upon requisition by the CONTRACTOR as follows:

On or about the Tenth of each month, Ninety-five percent of the value, based on the contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as submitted by the Contractor and reviewed by the Engineer, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to Ninety-five percent of the Contract Price.

SIXTH: ACCEPTANCE AND FINAL PAYMENT - Final payments shall be due thirty days after completion of the work, including operating tests and final adjustment, provided the Contract be then fully performed, subject to the conditions of the Contract Documents.

SEVENTH: CONTRACT DOCUMENTS - Contract Documents are as noted herein in Article 1 of the General Conditions. The following is an enumeration of the Drawings and Specifications.
Advertisement for Bids
Instructions to Bidders
Form of Bond
Agreement

Specifications
Drawings
Addenda Nos. ____, ____, ____.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed in the day and year first above mentioned.

Contractor

By: _____ Date: _____

Owner

By: _____ Date: _____

END OF AGREEMENT

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 KENNEDY ELEMENTARY SCHOOL BOILER REPLACEMENT

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 _____ 20 _____.

(Principal)

(Surety)

DIVISION 01000 - 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. Kennedy Elementary School Boiler Replacement

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.

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.

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 site of the work 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 subcontract 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 three days prior to bid opening.

01070 EQUIPMENT SUBMITTAL

1. Equipment and materials proposed for installation shall be submitted in triplicate 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.

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 Mechanical, Plumbing, Sheet Metal, Refrigeration, Temperature Control, & Electrical Contractors.
 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 and temperature controls.
 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 TO FURNISHINGS

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 carpets near the boiler room and leading to the rest rooms. If carpets are soiled by this Contractor, he shall clean the carpets at his

expense. If building walls outside of the boiler room are soiled, he shall be required to clean the walls or repaint them. Take special care in moving about in this building facility.

01105 CONTRACTOR USE OF BUILDING FACILITIES

1. This Contractor will be allowed the use of the building rest room facilities but will not be allowed the use of 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 boiler room or outside of the building. The Contractor will be responsible to clean the rest room facilities if he leaves them in a dirty condition.

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

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.

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 25th of the month, shall be made by the 15th of the following month. Application for payments dated after the 25th of the month, payment shall be made within 30 days.

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 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.
2. 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.

01140 ROOFING REPAIRS

1. All roofing and patching related to new work on the roof to be performed by manufacture approved contractor. The curbs are to extend a minimum of 12 inches above the single ply surface. J.P. Stevens "boots" are to be installed around electrical conduits.

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.

01144 DATA, FIRE ALARM AND SECURITY

1. Any changes necessary to the existing data, fire alarm, security, or speaker system to complete the mechanical work specified shall be called to the attention of the engineer and the owner.
2. The owner shall take care of any changes to the existing data, fire alarm, security system, or speaker system under separate contract or with their owner forces.

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.

END OF DIVISION 01000