

CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR CONSTRUCTION OF  
SAU #30 ADMINISTRATIVE OFFICES  
HEATING SYSTEM REPLACEMENT  
FOR  
LACONIA SCHOOL DISTRICT  
LACONIA, NEW HAMPSHIRE  
JUNE 8, 2015

Prepared by:

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### TECHNICAL SPECIFICATIONS

Section 01210 - Allowances  
Section 07534 - EPDM Roofing

# SAU #30 - ADMINISTRATIVE OFFICES BOILER REPLACEMENT

## BID FORM

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Name, Address, and Phone Number of Contractor)*

1. For all work for the boiler and heating system replacement the lump sum of:

Base Bid: \_\_\_\_\_ \$ \_\_\_\_\_  
*(Words)* *(Figures)*

# SAU #30 - ADMINISTRATIVE OFFICES HEATING SYSTEM REPLACEMENT

## CONTRACT FORM

Dated: June 8, 2015

Name and Location of Project: SAU #30 Administrative Office Heating System Replacement  
Laconia School District  
Laconia, NH 03246

Contractor's Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement is entered into by LACONIA SCHOOL DISTRICT ("Owner") and \_\_\_\_\_  
("Contractor") on, \_\_\_\_\_.

### ARTICLE 1

#### BIDDING

- 1.1 Sealed bids for the construction of the SAU #30 ADMINISTRATIVE OFFICES BOILER PLANT AND HEATING UPGRADES, LACONIA SCHOOL DISTRICT will be received at the office of SCHOOL ADMINISTRATIVE UNIT #30 at 39 HARVARD STREET, LACONIA, NH on Wednesday, JUNE 24, 2015 at 2:00 P.M.
- 1.2 Bid Security and bond amounts required by the Contract Documents are as follows:
- Bid Bond - 5% of Bidder's maximum bid price.
  - Performance Bond - at least 100% of the Contract price.
  - Payment Bond - at least 100% of the Contract price.
- 1.3 A pre-bid walk-through is scheduled for Wednesday, June 17, 2015 at 1:00 PM at SAU #30 Administrative Offices.

### ARTICLE 2

#### THE WORK OF THIS CONTRACT

- 2.1 The work to be performed: provide all labor, material, and equipment for the boiler replacement and heating system upgrades.

### **ARTICLE 3**

#### **SCHEDULE OF WORK**

- 3.1 The Contractor shall start all on-site construction after June 30, 2015 and complete all work by September 30, 2015.

### **ARTICLE 4**

#### **CONTRACT AMOUNT AND PAYMENT**

- 4.1 The Owner shall pay the Contractor for the Contractor's performance of the Contract in accordance with the Lump Sums contained in the Bid Form.
- 4.2 Based on Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The amount of each payment shall be based upon the percentage of the entire work completed during the relevant period less 10% to be retained by the Owner until completion. The Contractor shall submit with each Application for Payment, including final payment, proof of payment of subcontractors and suppliers and waivers of lien rights by subcontractors and suppliers, if applicable.
- 4.3 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work including all reports has been completed and the Contract fully performed.
- 4.4 All Applications for Payment shall be submitted on AIA Document G702 or an approved equal.

### **ARTICLE 5**

#### **GENERAL**

- 5.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site and has become familiar with the local conditions under which the Work is to be performed.
- 5.2 The term "Work" means the services required to complete the Work, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided to fulfill the Contractor's obligations.

### **ARTICLE 6**

#### **OWNER**

- 6.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

## ARTICLE 7

### CONTRACTOR

- 7.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over consulting means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 7.2 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, telephone, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 7.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees.
- 7.4 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects, and that the Work will conform with the requirements of this Contract.
- 7.5 The Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded.
- 7.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 7.7 The Contractor shall review, approve and submit to the Owner shop drawings, product data, samples and similar submittals required by the Owner with reasonable promptness.
- 7.8 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials, or rubbish caused by operations under the Contract on a daily basis and at completion.
- 7.9 The Contractor shall comply with all City of Laconia, New Hampshire, and Federal safety and OSHA safety regulations. The Contractor will also avail himself of Laconia School District's safety guidelines. The guidelines furnished by the Laconia School District do not relieve the Contractor of the sole responsibility for protecting persons and property from injury or damage relating to the performance of the contract.
- 7.10 All ladders to be removed at end of work day. All staging will be boarded from ground to 7' height and secured to staging on all accessible sides.
- 7.11 Contractor will be responsible for all damages to landscape as a result of the Contractor's operations and landscape will be repaired by a Contractor designated by the School.
- 7.12 The Contractor will furnish to the Owner within five (5) days a Project Schedule and Schedule of Values showing the key items of construction and their sequence, and itemized cost of such item. The Contractor is required to inform the Owner of deviation of more than five (5) days from the Project Schedule. The Owner reserves the right to require revised schedules

## **ARTICLE 8**

### **SUBCONTRACTORS**

- 8.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.
- 8.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of the subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any subcontractor to whom the owner has made reasonable and timely objection.

## **ARTICLE 9**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

- 9.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Work or other construction or operations on the site under conditions of the Contract identical or substantially similar to these.
- 9.2 Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefore.

## **ARTICLE 10**

### **CHANGES IN THE WORK**

- 10.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Price and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor, or by written Construction Change Directive signed by the Owner.
- 10.2 The cost or credit to the owner from a change in the Work shall be determined by mutual agreement. All Change Orders shall be submitted on AIA Document G701 or an approved equal.

## **ARTICLE 11**

### **TIME**

- 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. Refer to Article 3 for completion date.

## **ARTICLE 12**

### **PROTECTION OF PERSONS AND PROPERTY**

- 12.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or Owner's consultants or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Article 6.

- 12.2 Drug-Free Zone: Any person who manufactures, sells, prescribes, administers, dispenses or possesses with the intent to sell, dispense, or compound any controlled drug or its analog, on school property, will be subject to strict mandatory penalties, including imprisonment and fines.
- 12.3 Dress Code: Contractors are asked to wear appropriate attire while working on campus. Safety shoes, mid-thigh length shorts and jerseys are acceptable, but inappropriate attire such as "tank tops," sleeveless shirts, sandals, short/briefs or uncovered chests and bare feet are not acceptable and workers will be asked to leave and return in proper attire.
- 12.4 Prohibited Activities: Contract personnel found in violation of the following prohibitions will be required to leave School property.
1. Smoking: Smoking is not permitted on school property.
  2. Gambling: Any form of gambling for money on School property is prohibited.
  3. Drinking: Alcoholic Beverages are not allowed on School property.
  4. Stealing: Anyone found stealing School property will be reported to the Laconia Police and may be prosecuted for theft.
- 12.5 Sexual Harassment: It is the policy of Laconia School District that no member of the community may sexually harass another. Unacceptable behavior could be unwelcome sexual advances, requests for sexual favors, physical and expressive behavior of a sexual nature such as gestures, cat call and/or comments. Violators of the policy will be required to leave School property.
- 12.6 Fire Alarm Procedures: Whenever a building alarm or individual room detector is activated, Contractors must evacuate the building, notify the Laconia Fire Department (911). Under no circumstances is the alarm to be shut off, this will be done by the fire department.

## **ARTICLE 13**

### **INSURANCE REQUIREMENTS**

- 13.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the



Contractor's obligations. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

- 13.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract.
- 13.3 The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.
- 13.4 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.
- 13.5 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.
- 13.6 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.
- 13.7 Contractors and their subcontractors who perform any portion of the Work must carry insurance at their expense. Before Work begins, Certificates of Insurance issued by companies properly licensed and satisfactory to the Owner must be received by the owner. Certificates containing a 30-day cancellation notice must be delivered to the School.

The insurance required by Subparagraph 13.1 shall be written for not less than the following:

1. Workers' Compensation

(a) State	Statutory
(b) Applicable Federal (e.g., Longshoremen's)	Statutory
(c) Employer's Liability	Ea. accident \$100,000
	Disease policy limit \$500,000
	Disease per employee \$100,000

2. Comprehensive General Liability

(Including Premises-Operations; Independent Contractor's Protective; Products and Completed

(a) Operation Broad Form Property Damage; Contractual Liability; Personal and Advertising Injury)

(1) Bodily Injury and Property Damage	\$1,000,000
(2) Each Occurrence	\$2,000,000

3. Completed Operations and Products Liability shall be maintained for (5) years after final payment.

4. Property Damage Liability Insurance shall include coverage for the following hazards:

(a) Explosion

- (b) Collapse
  - (c) Underground
5. Comprehensive Automobile Liability
- (a) Bodily Injury and Property Damage:
    - (1) Each Occurrence for owned, non-owned, and hired automobiles.  
\$1,000,000
6. If an exposure exists, Aircraft Liability (owned and non-owned) and Watercraft Liability (owned and non-owned), with limits approved by the Owner shall be provided.
7. The Contractor shall carry adequate insurance in addition to that specifically named for all building materials and equipment at the job site.
8. Until the Work is completed by the Contractor and accepted by the Owner, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof.

**ARTICLE 14**

TERMINATION OF THE CONTRACT

- 14.1 If, after receipt of a valid invoice for work accomplished, the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed.
- 14.2 If the Contractor fails or persistently fails or neglects to carry out the Work in accordance with the Contract or fails to perform any other provision of the Contract, the Owner, after seven day's written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof from any amount due to the Contractor or, if the owner's cost exceeds any amount due to the Contractor, recover the difference from the Contractor, with the Owner reserving all other remedies including, without limitation, recovery of damages resulting from the Contractor's failure to complete the Work on time.

**ARTICLE 15**

ADDITIONAL CONDITIONS

- 15.1 The Addenda, if any, are as follows: \_\_\_\_\_.
- 15.2 Bid Form (BF-1)
- 15.3 Supplemental Conditions.
- 15.4 Technical Specifications.
- 15.5 The Drawings are as follows:
- Sheet 1 of 5 .....Cover Sheet
  - Sheet 2 of 5 .....Sheet M1.0 - Notes, Legends & Schedules
  - Sheet 3 of 5 .....Sheet M2.0 - Mechanical Plan
  - Sheet 4 of 5 .....Sheet M3.0 - Mechanical Details

This Agreement is entered into as of the day and year first written above.

OWNER: LACONIA SCHOOL DISTRICT

CONTRACTOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name and Title)

\_\_\_\_\_  
(Printed/Typed Name and Title)

# SAU #30 - ADMINISTRATIVE OFFICES HEATING SYSTEM REPLACEMENT

## SUPPLEMENTAL CONDITIONS

1. Engineer for this project is:

Rist-Frost-Shumway Engineering, P.C.  
71 Water Street  
Laconia, New Hampshire 03246  
Contact: Chad Monterose, P.E., Senior Project Manager  
Phone: 603-524-4647  
Fax: 603-528-7653  
Email: cmonterose@rfsengineering.com

2. The successful Bidder shall be determined on the basis of the sum total of all work. The Contact will not be split between Bidders based on the itemized costs. However, the Owner reserves the right to delete portions of the Work.
3. A cash allowance has been included on the Bid Form as an Alternate for any hazardous material abatement which may be required. The field of the roof has been tested and is clear of any ACM. Additional testing of flashing material is ongoing. The Contractor shall have the ability to retain a licensed Contractor to perform any work under the cash allowance and within the project schedule as required.
4. The Laconia School District intends to issue a Notice of Award by Tuesday, June 30, 2015 and to schedule a pre-construction conference and issue a Notice to Proceed by Tuesday, July 7, 2015.
  - a. This schedule assumes that all Bid Documents submitted by the Successful Bidder are in order, and that the Successful Bidder will expedite meeting the conditions set forth in the Notice of Award.
  - b. This intended schedule is to provide the Contractor with the earliest possible start date (Notice to Proceed) to assist the Contractor in meeting all completion dates (interim or otherwise).
  - c. On-site construction activities cannot begin until June 30, 2015.

End of Section