

PROJECT MANUAL
including specifications
for the construction of

BURKE PLAZA MASONRY SEAL – 2021

6721 “L” Street
Lincoln, Nebraska

OWNER: Housing Authority of the City of Lincoln
5700 “R” Street
Lincoln, Nebraska 68505

DEVELOPMENT
COORDINATOR: Corby Renard
Lincoln Housing Authority
5700 “R” Street
Lincoln, NE 68505

Telephone 402-326-2916

DATE: June 28, 2021

PROJECT NUMBER: CI-2022-08

LINCOLN HOUSING AUTHORITY
BURKE PLAZA MASONRY SEAL - 2021

6721 "L" Street
Lincoln, Nebraska

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P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505

REQUEST FOR PRICE QUOTES

PROJECT: **Burke Plaza Masonry Clean and Seal - 2021**
Burke Plaza 6721 "L" Street
Lincoln, Nebraska

OWNER: Lincoln Housing Authority
5700 "R" Street
Lincoln, Nebraska 68505

DEVELOPMENT
COORDINATOR: Corby Renard
Lincoln Housing Authority
P. O. Box 5327, 5700 "R" Street
Lincoln, Nebraska 68505
Telephone: 402-326-2916
E-mail: Corby@l-housing.com

DATE: June 28, 2021

JOB NUMBER CI-2022-08

PROJECT DESCRIPTION

Project consists of the cleaning approximately 14,000 square feet of brick wall and treat with siloxane water repellent.

Work to be performed at Burke Plaza, 6721 "L" Street, in Lincoln, Nebraska per the following conditions, specifications, and drawings.

Form of Contract will be AIA A104-2017

Proposals should be submitted in contractor's standard format by Thursday, July 15th, 2021, at 5:00 P. M.

If LHA accepts contractor's proposal and issues a purchase order, Submit the following prior to start of any work:

- Labor and Material Payment Bonds (if contract is greater than \$100,000)
- Performance Bond (if contract is greater than \$100,000)
- Insurance Certificate
- Equal Employment Opportunity Form (if contract greater than \$10,000)
- E-Verify Certification (if contractor/firm has employees)
- IRS Form W-9 (if contractor has never worked for LHA)
- Nebraska New Hire Reporting Form (if independent contractor who has not worked for LHA in the past 90 days)

SECTION 01 00 00 - GENERAL

1. Proposal: Provide quote on Contractor's standard form. Provide pricing to conduct cleaning of approximately 9750 square feet of brick wall and treat with siloxane water repellent as shown on the attached Drawings. Proposal shall reference this Request for Price Quote document. **Please submit proposal by Thursday, July 15th, 2021, at 5:00 P. M.**

2. Review of Site and Documents: Determine that the Work can be executed as shown on the Drawings and in the Specifications. Notify the Development Coordinator immediately of any discrepancies. If any errors or omissions are found in the Drawings or any other documents during bidding or construction, the Contractor shall notify the Development Coordinator and request clarification before proceeding with the Work.

3. Insurance: **Before starting any work**, the Contractor shall furnish LHA with a certificate of insurance showing the minimum insurance coverage as attached below is in force.

4. Contractors Responsibility for Work: 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 construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

Protect the Work, adjoining property, and the public. The Contractor shall be responsible for any and all damage or injury due to his acts or neglect. Furnish all such repair work to rectify any damage at no extra cost to the Owner.

5. Tenant Notice: The Contractor shall notify affected tenant and the LHA Development Coordinator (Corby Renard at 402-326-2916) at least 48 hours prior to the commencement of the work at the site.

6. Construction Schedule: Coordinate with Development Coordinator to schedule work.

Insurance: Before starting any work, the Contractor shall furnish LHA with a certificate of insurance showing the minimum insurance coverage listed below, or greater if required by law, is in force. Contractor shall maintain the specified insurance coverage until all obligations under this Contract are satisfied. Failure to do so shall constitute material breach of this Contract upon which the Owner may immediately terminate the Contract. Insuring company must be lawfully authorized to do business in the State of Nebraska and rated at least A-VII in the current Best Company ratings. Evidence of rating must be provided along with the certificate of insurance. The Contractor's insurance certificate shall list The Housing Authority of the City of Lincoln, its officers, officials, agents, employees and volunteers as Additional Insureds. If, by the terms of this insurance, any mandatory deductibles are required, the Contractor shall be responsible for payment of mandatory deductibles in the event of a paid claim.

1.	General Liability:	
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$ 0
	Medical Expense (Any one person)	\$ 0
	Personal & Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products Completed/Operations Aggregate	\$2,000,000
2.	Automobile Liability:	
	Combined Single Limit	\$ 500,000
	or	
	Bodily Injury (Per person)	\$ 250,000
	Bodily Injury (Per accident)	\$ 500,000
	Property Damage (Per accident)	\$ 100,000
3.	Umbrella Liability/Excess Liability:	
	Each Occurrence	\$ 0
	Aggregate	\$ 0
4.	Worker's Compensation & Employer's Liability:	
	Worker's Compensation	Statutory
	E.L. Each Accident:	\$ 500,000
	E.L. Disease (Each employee)	\$ 500,000
	E.L. Disease (Policy limit)	\$ 500,000

Equal Employment Opportunity

SF 100

Company Name: _____

Employment at this establishment - Report all permanent full-and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total A-N
	Race/Ethnicity														
	Hispanic or Latino							Not-Hispanic or Latino							
	Male		Female		Male			Female				Male		Female	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Exec/Senior Level Officials & Managers	1.1														
First/Mid-level Officials & Managers	1.2														
Professionals	2														
Technicians	3														
Sales Workers	4														
Administrative Support Workers	5														
Craft Workers	6														
Operatives	7														
Laborers and Helpers	8														
Service Workers	9														
TOTAL	10														
Previous Year Total	11														

1. Date(s) of payroll period used: _____

Instructions for Equal Employment Opportunity (Standard Form 100)

The Lincoln Housing Authority uses the Equal Employment Opportunity (Standard Form 100) to internally to evaluate our programs for insuring equal employment opportunity within the agency and the award of contracts.

The submission of this form to the Authority does not satisfy federal law requiring any employer having a government contract or any federally-assisted construction contract, subcontract, or purchase order amounting to \$50,000 or more; who have 50 or more employees; and who are not exempt as provided by 41 CFR 60-1.5 to file the form by September of each year with the Equal Employment Opportunity Commission (Executive Order 11246, as Amended).

Detailed instructions for the completion of Standard Form 100 Equal Employment Opportunity are available upon request from the Lincoln Housing Authority. The instructions include detailed definitions of the term "employee", race and ethnic identification categories, descriptions of job categories and recommendations regarding the retention of records.

Self-identification is the preferred method of identifying the race and ethnic information necessary for this form. Employers are required to attempt to allow employees to use self-identification to complete the form. If an employee declines to self-identify, employment records or visual surveys of the work force may be used. Employers, at their option, may acquire the information necessary for completion of the form by the maintenance of post-employment records as to the identity of employees where the same is permitted by State law. Use of post-employment records are not prohibited by the State of Nebraska. However, the Equal Employment Opportunity Commission recommends the maintenance of a permanent record as to the racial or ethnic identity of an individual for purpose of completing the form only where the employer keeps such records separately from the employee's basic personnel file or other records available to those responsible for personnel decisions.

Lincoln Housing Authority E-Verify Certification

The undersigned has a contract or sub-contract with the Lincoln Housing Authority, a governmental entity in the State of Nebraska, and acknowledges that for the purposes of Nebraska Revised Statutes, Chapter 4, 4-114, they meet the definition of a "Public Contractor". The undersigned hereby certifies to the Lincoln Housing Authority that they will register with and use the federal immigration verification system, known as the E-Verify Program, to determine the work eligibility status of new employees physically performing services under the above-referenced contract or sub-contract as required under the provisions of the statute.

Name of Company

By

Print Name

Title

Date

Additional information regarding the E-Verify Program is available at <https://e-verify.uscis.gov/emp/>

Nebraska New Hire Reporting Form

Effective October 1, 1997 Nebraska Statute 48-2301 requires all Nebraska Employers, both public and private, to report all newly hired, rehired, or returning to work employees to the State of Nebraska within 20 days of hire or rehire date. Information about new hire reporting and online reporting is available on our web site: www.ne-newhire.com

Send completed forms to:
 Nebraska New Hire Reporting
 PO Box 144013
 Austin, TX 78714-4013
 Fax: toll-free (866) 808-2007

To ensure the highest level of accuracy, please print neatly in capital letters and avoid contact with the edges of the boxes. The following will serve as an example:

A	B	C	1	2	3
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EMPLOYER INFORMATION

Federal Employer ID Number (FEIN) *(Please use the same FEIN as the listed employee's quarterly wages will be reported under):*

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Employer Name:

L	I	N	C	O	L	N	H	O	U	S	I	N	G	A	U	T	H	O	R	I	T	Y
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Employer Address *(Please indicate the address where the Income Withholding Orders should be sent):*

5	7	0	0	R	S	T	R	E	E	T											
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Employer City:

Employer State:

Zip Code (5 digit):

L	I	N	C	O	L	N	N	E	6	8	5	0	5
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Employer Phone:

Extension:

Employer Fax:

4	0	2	4	3	4	5	5	6	0					4	0	2	4	3	4	5	5	0	2
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Email:

I	N	F	O	@	L	-	H	O	U	S	I	N	G	.	C	O	M					
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EMPLOYEE INFORMATION

Employee Social Security Number (SSN):

Check this box if this is an Independent Contractor (1099)

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Employee First Name:

Middle Initial:

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Employee Last Name:

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Employee Address:

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Employee City:

Employee State:

Zip Code (5 digit):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Date of Hire (mm/dd/yyyy):

Date of Birth (mm/dd/yyyy):

Employee State of Hire

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 **AIA** Document A104™ – 2017**Standard Abbreviated Form of Agreement Between Owner and Contractor**

AGREEMENT made as of the XXX day of XXXX in the year XXXX
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Housing Authority of the City of Lincoln
5700 "R" Street
Lincoln, NE 68505
Telephone Number: 402-434-5500
Fax Number: 402-434-5502

and the Contractor:
(Name, legal status, address and other information)

XXXXXXXXXX
XXXX XXXX XX
XXXXXXXX, XX XXXXX

for the following Project:
(Name, location and detailed description)

CI-2022-08 Burke Plaza Masonry Seal - 2021
6721 "L" Street
Lincoln, NE

The Architect:
(Name, legal status, address and other information)

Corby Renard, Development Coordinator
Lincoln Housing Authority
5700 "R" Street
Lincoln, Nebraska 68505
Telephone Number: 402-326-2916
Fax Number: 402-434-5502

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Paragraph Deleted)

Init.

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User Notes:

(3B9ADA4F)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraph Deleted)

(Paragraph Deleted)

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[X] Not later than Ninety (90) calendar days from the date of commencement of the Work.

(Paragraph Deleted)

(Table Deleted)

(Paragraph Deleted)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

(Paragraph Deleted)

§ 3.2 The Stipulated Sum shall be Dollars and Cents (\$ XX,XXX.XX), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

Init.

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
None	

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

(Paragraphs Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

(Paragraphs Deleted)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 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 below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-fifth (25th) day of the same month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraph Deleted)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

(Paragraphs Deleted)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Supplementary Conditions and Special Conditions	6/28/21	pp 1 thru 1

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
01 29 00	Progress Payments and Final Payment	6/28/21	pp 1 thru 1
01 33 01	Shop Drawings and Samples	6/28/21	pp 1 thru 2
01 50 01	Temporary Utilities and Facilities	6/28/21	pp 1 thru 2
01 60 01	Substitutions of Materials and Approval	6/28/21	pp 1 thru 2
01 73 01	Progress and Final Cleaning	6/28/21	pp 1 thru 1
07 19 23	Siloxane Water Repellants	6/28/21	pp 1 thru 5

(Table Deleted)

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Init.

Number	Title	Date
C1.1	Site/Vicinity Plan	6/28/2021
A1.1	Partial Roof Plan	6/28/2021
A2.1	West and North Elevation	6/28/2021
A2.2	East and South Elevation	6/28/2021

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs Deleted)

(Paragraph Deleted)

(Table Deleted)

(Table Deleted)

(Paragraphs Deleted)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs Deleted)

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

(Paragraph Deleted)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs Deleted)

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 8.1.2 No surveys or legal descriptions will be provided for this project.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is 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.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in written form. . It is recognized that the Contractor's review is made in

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the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in written form.

9.1.4 If the work is shown or specified in a manner, which in the opinion of the Contractor, is contrary to good practice or recognized procedures, advise the Architect and request clarification before proceeding. If the Contractor fails to so advise the Architect of his opinion, no excuse will thereafter be considered for failure to produce satisfactory work.

9.1.5 Numerical dimensions, in all cases, are to be followed in preference to direct scale measurements of the Drawings. All repeated features throughout must be constructed alike, although drawn in detail only once. All indications of materials, etc., shall be understood to apply to all similar features throughout.

9.1.6 Wherever work is specified to be done "AS DIRECTED", obtain specific directions from the Architect before undertaking such work. In case of failure to do so, the Contractor must correct all such work as directed by the Architect.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 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 construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. All temporary utilities and facilities shall comply with Specifications Section 01 50 01.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. All employees shall not perform any unsanitary practices on the site of the Work.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification. Substitutions of materials and approval shall comply with Specifications Section 01 60 01.

9.3.4 By submitting a bid or cost proposal, the Contractor acknowledges and understands that the Equal Employment Opportunity clause, as stated in Executive Order 11246, is incorporated into the Contract by reference. The Contractor (a) certifies to the Lincoln Housing Authority that he/she is an Equal Employment Opportunity Employer and does not discriminate in his/her hiring or work practices; (b) shall comply with the provisions of Executive Order 11246, as amended, and the implementing regulations 41 CFR60; and (c) shall deliver to the Lincoln Housing Authority a completed Standard Form 100 Equal Employment Opportunity.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further

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warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner. Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Contractor shall attend a meeting with the Owner to review the Work.

§ 9.5 Taxes

The Contractor shall pay consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall pay no sales taxes for the Work or portions thereof. Housing Authority of the City of Lincoln is a tax exempt organization. The Owner will provide State Department of Revenue Form 17, "Purchasing Agent Appointment", in which the Owner shall appoint the Contractor a purchasing agent. In turn the Contractor shall submit to each subcontractor and materials supplier, State Department of Revenue Form 13, "Nebraska Resale or Exempt Sales Certificate", which shall allow them to purchase materials exempt from sales tax.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. Contractor's cleaning shall comply with Specifications Section 01 73 01.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and an allowance for overhead and profit in accordance with Paragraph 13.5. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work

will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

13.5 For every modification to the Contract Sum, the allowance for the combined overhead and profit included in the total cost to the Owner shall not exceed the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces: 10 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor: 5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractors own forces: 10 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors: 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 13.2.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a **complete** itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in detail to the approval of the Architect. Where major cost items are Subcontracts they shall be itemized also. In no case will a change be approved without such itemization."

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date of final payment certified by the Architect.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum pursuant to Section 3.2, the Contractor shall submit a schedule of values to the Architect in compliance with Specifications Section 01 29 00. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum for each individual line item in the schedule of values.

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(Paragraphs Deleted)

§ 15.3 Applications for Payment

§ 15.3.1 Payments shall be made as provided in Article 4 of this Agreement, and also as provided in Section 01 29 00 of the Specifications. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

(Paragraph Deleted)

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete.

(Paragraph Deleted)

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final

Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

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, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and 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 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 under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect 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 Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or

death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4.

17.1.2 Contractor shall maintain the specified insurance coverage until all obligations under this Contract are satisfied. Failure to do so shall constitute material breach of this Contract upon which the Owner may immediately terminate the Contract. Insuring company must be lawfully authorized to do business in the State of Nebraska and rated at least A-VII in the current Best Company ratings. Evidence of rating must be provided along with the certificate of insurance. The Contractor's insurance certificate shall list The Housing Authority of the City of Lincoln, its officers, officials, agents, employees and volunteers as Additional Insureds. If, by the terms of this insurance, any mandatory deductibles are required, the Contractor shall be responsible for payment of mandatory deductibles in the event of a paid claim. **Before starting any work**, the Contractor shall furnish LHA with a certificate of insurance showing the minimum insurance coverage listed below, or greater if required by law, is in force:

1. General Liability:

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 0
Medical Expense (Any one person)	\$ 0
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products Completed/Operations Aggregate	\$2,000,000

2. Automobile Liability:

Combined Single Limit	\$ 500,000
or	
Bodily Injury (Per person)	\$ 250,000
Bodily Injury (Per accident)	\$ 500,000
Property Damage (Per accident)	\$ 100,000

3. Umbrella Liability/Excess Liability:

Each Occurrence	\$ 0
Aggregate	\$ 0

4. Worker's Compensation & Employer's Liability:

Worker's Compensation	Statutory
E.L. Each Accident:	\$ 500,000

E.L. Disease (Each employee)	\$ 500,000
E.L. Disease (Policy limit)	\$ 500,000

(Paragraphs Deleted)

(Table Deleted)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Contractor will not be required to furnish Builder's Risk insurance on behalf of the Owner. If not covered by other insurance, the Owner's existing property insurance coverage policy covers materials, equipment, supplies and temporary structures, on or within 1,000 feet of the work site intended and designated for use in the project work or already installed in place. Owner shall indemnify and hold contractor and its subcontractors (if any) harmless from and against any and all liability or loss arising out of or attributable to damage or destruction of work under construction, alterations, or repair including damage or destruction of materials, equipment, supplies and temporary structures on or within 1000 feet of the work site. The Owner will be responsible for the

satisfaction of any deductible except in the instance where the loss is due to negligence on the part of the Contractor.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3)

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Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

(Paragraphs Deleted)

(Table Deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Chris Lamberty
5700 "R" Street
Lincoln, NE 68505

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

XXXXX XXXXX
XXXX XXXX XX
XXXXXX, XX XXXXX

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee.

(Paragraph Deleted)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 By submitting a bid or cost proposal, the Contractor acknowledges and understands that under Nebraska law, he/she and all subcontractors are NOT entitled to file a non-consequential lien against the Lincoln Housing Authority's personal or real property pertaining to the items/services detailed in the Contract.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

(Paragraphs Deleted)

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER *(Signature)*

Chris Lamberty, Executive Director

(Printed name and title)

CONTRACTOR *(Signature)*

XXXXXX XXXXXX XXXXXX

(Printed name and title)



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SUPPLEMENTARY CONDITIONS

- a. General: The "General Conditions" for this Contract are found in the Agreement Form, "Abbreviated Form of Agreement Between Owner and Contractor", AIA Document A104, 2017 Edition, **as amended with Owner's standard amendments and bound into this Project Manual**. The following supplements modify, change, delete from or add to the General Conditions. Where any article of the General Conditions is modified, or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

- b. Contractor's construction schedules: Add to Paragraph 9.8 the following subparagraph 9.8.3:

9.8.3 Contractor shall schedule work to comply with Owner's tenant notification policy. LHA as Owner will send a general notice to all tenants affected by this project. The Contractor shall notify the LHA Development Coordinator (Corby Renard 402-326-2916) at least 48 hours prior to the commencement of work on the site.

- c. Submittals: Add to Paragraph 9.9 the following: "Contractor's submittals shall comply with Specifications Section 01 33 01."

- d. Contractor's use of the sites: Add to Paragraph 9.10 the following: "Contractor's shall limit their use of the sites to the immediate area around the area requiring work. No access shall be permitted into the individual dwelling units. The Contractor shall provide for his own water and sanitary requirements. All vehicles or trailers shall remain on the public streets and driveways. No heavy vehicles will be allowed to use the drives nor will any vehicles be allowed on lawns except as required to perform the work. (Contractor shall repair all damage to lawns at no additional cost.) Limited storage will be provided by the Owner on site.

- e. Limitation of work times: Add to Article 14 the following Paragraph 14.7:

14.7 No work shall be commenced prior to 8:00 AM or continued after 6:00 PM. Work shall be on week days only, no work shall be permitted on Saturdays or Sundays or holidays as determined by LHA.

- f. Performance and Payment Bonds: Delete Paragraph 17.3. (Contract for this project does NOT require performance and payment bonds.)

END OF SUPPLEMENTARY AND SPECIAL CONDITIONS

SECTION 01 29 00 - PROGRESS PAYMENTS AND FINAL PAYMENT

1.1 Work included: This Section establishes requirements, for the Contractor in applying for payment.

1.2 Related work described elsewhere: Refer to Article 15 "Payments and Completion" of the General Conditions of the Contract, AIA Document A104 - 2017. The Contractor's payments to his subcontractors and material suppliers are the Contractor's responsibility and are not part of this Section's content.

1.3 Schedule of Values: AIA Document G703, Certificate for Payment, Continuation Sheet shall be used for the Schedule of Values, and must be prepared in such a manner that that each major item of Work and each subcontracted item of Work is shown as a single line item. In applying for payment, the Contractor shall submit a statement based on this schedule.

1.4 Application and certificate for payment form: AIA Document G702, Application and Certificate for Payment and G703 Continuation Sheet, shall be used in applying for progress payments.

1.5 Application and certificate for payment submittals: Application for payment shall be submitted to the Development Coordinator no later than the 5th day of each month for work completed through the last day of the preceding month. Applications shall be **signed and notarized**.

1.6 Retainage: Upon certification by the Development Coordinator, the Owner shall pay to the Contractor, on account of the Contract, 95% of the value of labor and materials incorporated in the Work. **No payment shall be made to the Contractor for materials or equipment stored off site.**

1.7 Final payment: After final completion, and upon receipt of application for final payment, accompanied by the items listed below, and upon certification of the Development Coordinator, the Owner shall pay the Contractor the entire balance of the Contract Sum. Other items required, before Final Payment will be certified include the following:

- 1) AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims", and AIA Document G706A "Contractor's Affidavit of Release of Liens".
- 2) Completion of all "punch List" items. "Punch list" items are defined as an inspection report which lists all items requiring completion or corrective action by the Contractor.

END OF SECTION

SECTION 01 33 01 - SHOP DRAWINGS AND SAMPLES**PART ONE - GENERAL**

1.1 DESCRIPTION

1.1.1 Work included: Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

1.1.2 Related work: Refer to the AIA Document A104-2017, Paragraph 9.9 Submittals. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.

1.2 QUALITY ASSURANCE

Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

PART TWO - PRODUCTS

2.1 MANUFACTURER'S LITERATURE

2.1.1 General: Where the content of submitted literature includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

2.1.2 Number of copies required: Submit the number of copies which are desired to be returned plus two (2) copies which will be retained by the Development Coordinator.

PART THREE - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

3.1.1 General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

3.1.2 Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number. On resubmittals, indicate the original submittal number for reference purposes.

3.2 COORDINATION OF SUBMITTALS

3.2.1 General: Prior to submittal for approval, use all means necessary to fully coordinate all materials including, but not necessarily limited to:

- 1) Determine and verify all conditions, catalog numbers, and similar data;
- 2) Coordinate with other trades as required;
- 3) Clearly indicate all deviations from requirements of the Contract Documents.

3.2.2 Grouping of submittals: Make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned.

3.3 TIMING OF SUBMITTALS

3.3.1 General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

3.3.2 Development Coordinator's review time: In scheduling, allow at least 10 calendar days for review by the Development Coordinator following receipt of the submittal. Individual submittals may take more or less time for review depending on whether they need to be forwarded to consultants and whether color selections are required.

3.3.3 Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

3.4 DEVELOPMENT COORDINATOR'S REVIEW

3.4.1 General: Review by the Development Coordinator shall not be construed as a complete check, but only for the limited purpose of checking for conformance with information given in the Contract Documents. Review shall not relieve the Contractor from responsibility for errors which may exist in the submitted data.

3.4.2 Authority to proceed: The notations "Approved" or "Approved as Noted" authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the Development Coordinator's review comments.

3.4.3 Revisions: If submittals are noted "Not Approved" or "Revise and Resubmit", make all revisions required by the Development Coordinator and resubmit. Make only those revisions directed or approved by the Development Coordinator. Show each drawing revision by number, date and subject in a revision block on the Shop Drawings. If the Contractor considers any required

revision to be a change, he shall so notify the Development Coordinator as provided for under Article 13 in the General Conditions.

END OF SECTION

SECTION 01 50 01 - TEMPORARY UTILITIES AND FACILITIES**PART ONE - GENERAL**

1.1 DESCRIPTION

1.1.1 Work included: Temporary utilities and facilities required for this Work include, but are not necessarily limited to:

- 1) Temporary utilities such as water, electricity and telephone service;
- 2) Sanitary facilities;
- 3) Enclosures such as tarpaulins, barricades and canopies.

1.2 PRODUCT HANDLING

Use all means necessary to maintain temporary facilities in a proper and safe condition throughout the progress of the Work.

1.3 JOB CONDITIONS

Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the Owner's and utility company's approval, and, when required, provide alternate temporary service.

PART TWO - PRODUCTS

2.1 UTILITIES

2.1.1 General: All temporary utilities shall be subject to the Development Coordinator's approval.

2.1.2 Water: Furnish and install any required temporary water throughout the construction period. The Contractor shall pay all costs of temporary water service, including costs of installation, maintenance and removal of pipe and equipment. Contractor may use and extend the Owner's existing water system. Owner will pay for water used through Owner's existing meter.

2.1.3 Electricity: Furnish and install all necessary temporary power and lighting facilities. Contractor may connect to Owner's existing electrical system. The Owner shall pay all costs of all electrical energy used through Owner's existing meter during the construction period...

2.1.4 Telephone: The Contractor shall make all necessary arrangements and pay all costs for the installation and operation of telephone service as required for the Contractor's own use.

2.2 FIELD OFFICES AND SHEDS

Limited staging space will be available on site. Generally, the Contractor shall provide all required storage and office space off site.

2.3 SANITARY FACILITIES

Provide temporary sanitary facilities in the quantity required for use by all personnel. Maintain in a sanitary condition at all times. Do not use Tenants private toilets in apartments. If approved by Owner, Contractor may use Owner's existing public facilities as long as such facilities are kept clean. If Owner permits Contractor's use of Owner's existing facilities, Contractor is responsible to keep facilities free of construction residue and is responsible to repair all damage incurred during Contractor's use. Owner may rescind permission (if granted) for Contractor's use of Owner's public toilet facilities at any time Owner is not satisfied with cleanliness of toilet facilities.

2.4 ENCLOSURES

Furnish, install and maintain for the duration of construction all required scaffolds, tarpaulins, fences, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the Work in compliance with all safety and other regulations.

PART THREE - EXECUTION

3.1 MAINTENANCE AND REMOVAL

Maintain all temporary facilities as long as needed for the safe and proper completion of the work. Remove all such temporary facilities as rapidly as progress of the Work will permit.

END OF SECTION

SECTION 01 60 01 - SUBSTITUTION OF MATERIALS AND APPROVAL

1.1 Work included: Wherever possible throughout the Specifications, the minimum acceptable quality of materials, products, equipment and methods of installation has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance. To ensure that the specified quality of materials, products, equipment and methods of installation is furnished, procedures have been established for approval of proposed substitutions.

1.2 Approval required: The Contract is based on the materials, products, equipment and methods of installation described in the Contract Documents. Do not substitute materials, products, equipment, or methods of installation unless such substitution has been specifically approved for this Work by the Development Coordinator or Owner. Where two or three materials, products, pieces of equipment or methods are noted or specified, the choice of one of these shall be optional with the Contractor. The Development Coordinator and Owner will consider proposals for substitution of materials, products, equipment and methods only as described in Paragraph "1.3" below.

1.3 Requesting approval: **Each proposal shall be made in writing** to the Development Coordinator and shall include the name of the material, product, equipment or method for which the proposal is to be substituted and a complete description of the proposed substitute including drawings, brochures, performance and test data and all other information required by the Development Coordinator and Owner to make an evaluation. The Bidder shall request approval of proposed substitutions not later than ten (10) full calendar days prior to the bid date.

1.4 Substitution alterations: Where substitutions alter the design or space requirements indicated on the Drawings, the Contractor shall include in his bid all items of cost for the revised design and construction including costs of all allied trades involved. A statement describing the changes in other materials, equipment or other Work, that incorporation of the substitute would require, shall be included with the proposal for substitution.

1.5 Form of approval: If the Development Coordinator and Owner approve any proposed substitution, such approval will be set forth in an Addendum, to be issued prior to the receipt of bids. Bidders shall not rely upon approvals made in any other manner.

1.6 Products not requiring approval: Materials, products, equipment and methods specified by reference to standard specifications, such as ASTM and similar standards, do not require further approval except for interface within the Work. Where two or more materials, products, pieces of equipment or methods are specified, and the Contractor chooses one of these for use in the work, no further approval is required, except for approval of the interface within the Work.

1.7 "Or Equivalent": Where the phrase "or equivalent" occurs in the Specifications, the Contractor may provide an unlisted product he may consider equivalent. The burden of proof of equivalency of a substituted product rests with the Contractor, and no adjustment to the Contract Sum or Contract Time will be considered because of the Contractor's inability to obtain approval from the Development Coordinator and Owner, for a substituted product. A contractor may obtain prior approval of a substituted product by making application to the Development Coordinator as stated in Paragraph "1.3" above.

1.8 "Or equivalent as approved by the Development Coordinator": Where the phrase "or an approved equivalent" occurs in the Specifications; or where a Bidder desires to furnish an unlisted material, product, piece of equipment or method of installation he considers equivalent, the Bidder shall request approval of proposed substitutions at least ten (10) days prior to the date designated for the receipt of bids. The Development Coordinator's approval of any proposed substitution shall be indicated in writing, by an Addendum as described in paragraph 1.5 above.

1.9 "No Substitute": Where the phrase "No Substitute" occurs in the Specifications, provide and install such materials, products and equipment as specified.

1.10 Availability of specified items: Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work. In the event specified items will not be so available, notify the Development Coordinator prior to receipt of bids. Requests for extension of the Contract completion date, or requests for extra compensation, due to delay because of nonavailability of specified items, when such delays could have been avoided by the Contractor, will not be granted.

END OF SECTION

SECTION 01 73 01 - CLEANING

1.1 Work included: In addition to the clean up required under Paragraph 9.12 of the General Conditions of the Contract (AIA Document A104 - 2017), the Contractor shall, throughout the construction period, maintain the buildings and sites in a standard of cleanliness as described in this Section.

1.2 Cleaning materials and equipment: Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

1.3 Progress cleaning:

- 1) General: Do not allow the accumulation of scrap, debris, waste material, and other. Perform all cleaning prior to leaving site.
- 2) Sites: Daily, pick up all scrap, debris, and waste material and remove from the site. Maintain the site and all adjacent properties in a safe and orderly condition at all times. At all times during the daily progress of the Work, prevent any and all debris from blowing onto adjacent property.

1.4 Final cleaning:

- 1) Definition: Except as otherwise specifically provided, "clean" (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality maintenance equipment and materials;
- 2) General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste.
- 3) Exteriors of Structures: Visually inspect all exterior surfaces and remove all traces of soil, smudges, and other foreign matter resulting from work under this Contract.
- 4) Timing: Perform final cleaning at each site before leaving site.

END OF SECTION

SECTION 07 19 23 – SILOXANE WATER REPELLENTS

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Clean dirt, caulk, and previous treatment off brick surfaces and apply a new coat of siloxane water repellent as shown on the Drawings and as specified herein.

1.1.2 Work not included: Only “shaded” areas on the Drawings are included as part of this project.

1.2 QUALITY ASSURANCE

1.2.1 Qualification of manufacturer: Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Development Coordinator.

1.2.2 Qualifications of workmen: Provide at least one person who shall be present at all times during execution of the work of this Section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this Section. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the methods and materials to be used. In acceptance or rejection of the work of this Section, the Development Coordinator will make no allowance for lack of skill on the part of workmen.

1.2.3 Test area: Test a minimum 4 ft. by 4 ft. area for combined cleaning and repellent application process. Use manufacturer’s application instructions. Let the test panel dry 3 to 7 days before inspection. Maintain test panel for comparison throughout the cleaning project.

1.3 SUBMITTALS

1.3.1 General: Comply with the provisions of Section 01 33 01.

1.3.2 Manufacturer's data: Provide submittals containing the following information:

- 1) Complete materials list of all materials proposed to be furnished and applied under this Section;
- 2) Manufacturer's specifications and other data required to demonstrate compliance with the specified requirements;
- 3) For information only, submit two copies of manufacturer's specifications, including composition analysis and application instructions for each material.

1.4 PRODUCT HANDLING

1.4.1 Delivery of materials: Deliver all materials to the job site in original, new, and unopened containers bearing the manufacturer's name and label showing at least the following information:

- 1) Name or title of the material, including product number;
- 2) Manufacturer's name;
- 3) Contents by volume for major constituents;
- 4) Application instructions.

1.4.2 Storage of materials: Provide proper storage to prevent damage to, and deterioration of, cleaning and repellent materials.

1.4.3 Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.

1.4.4 Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Development Coordinator and at no additional cost to the Owner.

1.5 JOB CONDITIONS

1.5.1 Surface temperatures: Apply cleaning solutions and water repellents only when the temperature of surfaces to be treated, the surrounding air temperature, and all other conditions are within the limits recommended in the manufacturer's printed instructions.

1.5.2 Weather conditions: Do not apply cleaning solutions or water repellents in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the manufacturer's printed instructions. Do not apply water repellents in areas where dust is being generated.

PART TWO - PRODUCTS

2.1 CLEANING MATERIALS

2.1.1 Paint Stripper: Provide Prosoco Sure Klean Heavy Duty Paint Stripper or equivalent approved by the Development Coordinator in advance of the bid opening. Stripper shall be VOC compliant with the following characteristics:

- | | | |
|----|------------------|---|
| 1. | Form | Gel |
| 2. | Specific Gravity | 1.293 |
| 3. | pH | 14.0 |
| 4. | Wt/Gal | 10.6 lbs |
| 5. | Flash Point | >200°F ASTM D 3278 |
| 6. | Freeze Point | <-22°F |
| 7. | Shelf Life | 2 years in tightly sealed, unopened container |

DIVISION 07 – THERMAL & MOISTURE PROTECTION Job Number CI-2022-08

2.1.2 Neutralizer: Provide Prosoco Sure Klean Limestone & Masonry Afterwash or equivalent approved by the Development Coordinator in advance of the bid opening. Neutralizer shall be VOC compliant with the following characteristics:

- | | | |
|----|------------------|---|
| 1. | Form | Liquid |
| 2. | Specific Gravity | 1.02 |
| 3. | pH | 1.10 in concentrate |
| 4. | Wt/Gal | 8.5 lbs |
| 5. | Flash Point | >200°F ASTM D 93 |
| 6. | Freeze Point | <9°F |
| 7. | Shelf Life | 3 years in tightly sealed, unopened container |

2.2 WATER REPELLANT

Provide Prosoco Sure Klean Weather Seal Siloxane PD, Tnemec Prime-A-Pell H2O Series 633, or equivalent approved by the Development Coordinator in advance of the bid opening. Water repellent shall be VOC compliant with the following characteristics:

- | | | |
|-----|------------------|--|
| 1. | Form | Liquid |
| 2. | Specific Gravity | 0.996 |
| 3. | pH | 4-5 |
| 4. | Wt/Gal | 8.29 lbs |
| 5. | Active Content | 7% |
| 6. | Total Solids | 4% ASTM D 5095 |
| 7. | VOV Content | <30 g/L Low Solids Coating |
| 8. | Flash Point | >212°F ASTM D 3278 |
| 9. | Freeze Point | <32°F |
| 10. | Shelf Life | 1 year in tightly sealed, unopened container |

2.3 CAULK

Where required to seal large cracks, caulk shall be a one part modified polyurethane-based, non-sag compound conforming to Fed. Spec. TT-S-00230C, Type II, Class A and ASTM C-920-87, Type S, Grade NS, Class 25, Use NT, M, and A. Sealant compound shall be "SONOLASTIC NP-1" as manufactured by Sonneborn Building Products or shall be an equivalent sealant approved by the Development Coordinator.

2.4 APPLICATION EQUIPMENT

2.4.1 General: For application of the approved materials, use only such equipment as is recommended for application of the particular material by the manufacturer of the particular material, and as approved by the Development Coordinator.

2.4.2 Compatibility: Prior to actual use of application equipment, use all means necessary to verify that the proposed equipment is actually compatible with the material to be applied and that the integrity of the finish will not be jeopardized by use of the proposed application equipment.

2.5 OTHER MATERIALS

All other materials not specifically described but required for a complete and proper installation of the work of this Section, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval of the Development Coordinator.

PART THREE - EXECUTION

3.1 PROTECTION

Provide all protection required to prevent damage to metal frames, glass, Mapes panels, and other existing non-masonry materials.

3.2 CLEANING

Remove caulk, dirt, and all other foreign materials from existing brick and mortar joints taking care not to damage masonry units or mortar joints. Use mechanical scraping or brushing and/or chemical solvents which have been shown to achieve acceptable results in the test area. Silicone caulk must be removed before stripper is applied. (Testing has shown that stripper will not remove silicone caulk.) Use of methods not demonstrated and approved in the test area will not be allowed.

3.3 MATERIALS PREPARATION

Mix and prepare cleaning solutions and water repellents in strict accordance with the manufacturer's recommendations. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.

3.4 REMOVAL OF PREVIOUS TREATMENT

Remove existing silicone based repellent with Prosoco Sure Clean Heavy Duty Paint Stripper or approved equivalent. Apply to dry surface and allow to dwell for one hour. Rinse thoroughly with clean water applied with pressure washing equipment. Immediately after rinsing, neutralize with Prosoco Sure Klean Limestone & Masonry Afterwash or approved equivalent at a 1 part concentrate to 2 parts water dilution applied over the rinsed area and allowed to dwell 3 minutes and then rinsed thoroughly.

3.5 SURFACE PREPARATION

After the brick surface has been cleaned and stripped, repoint cracks in mortar joints and masonry units where too wide to be bridged by repellent.

3.6 REPELLANT

After the brick surface has been successfully stripped and neutralized, treat with pre-approved repellent at approximately 150 square feet per gallon. Apply per manufacturer's printed instructions and method shown to work at test area.

3.7 CLEAN-UP

During the progress of the work, remove from the site all discarded materials, rubbish, cans and rags at the end of each work day. Upon completion of repellent application work, remove masking/protections and clean all surfaces where protections were not effective. Remove spattered repellent by proper methods of washing and/or scraping, using care not to scratch or otherwise damage finished surfaces.

END OF SECTION



SITE / VICINITY PLAN

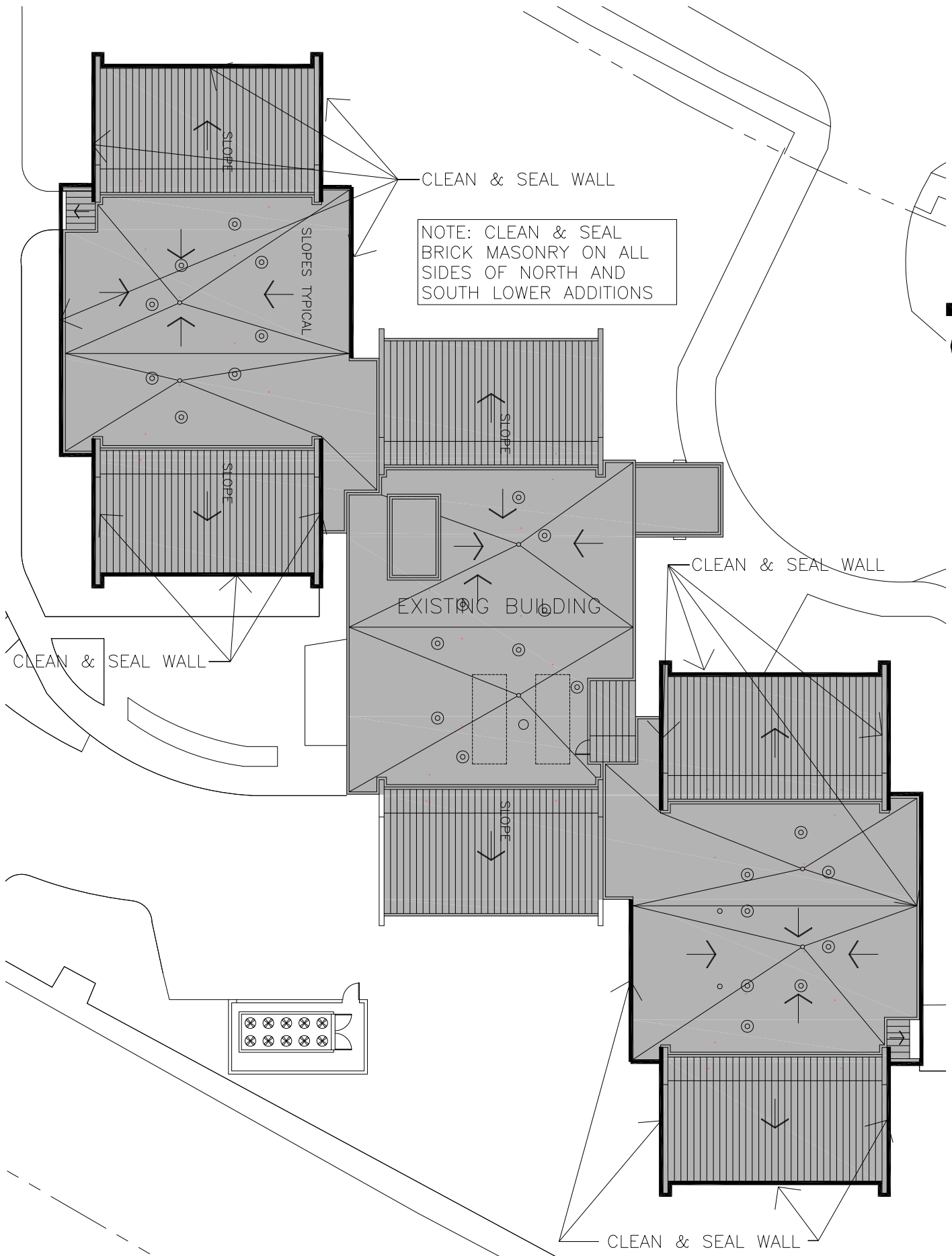
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JOB NO. CI-2022-08
 DATE: 6/28/21
 CORBY RENARD, DEV.COORD



P. O. Box 5327, 5700 "R" St.
 Lincoln, Nebraska 68505
 Telephone: 402-326-2916

C1.1 BURKE PLAZA MASONRY SEAL - 2021



NOTE: CLEAN & SEAL
BRICK MASONRY ON ALL
SIDES OF NORTH AND
SOUTH LOWER ADDITIONS

EXISTING BUILDING

CLEAN & SEAL WALL

CLEAN & SEAL WALL

CLEAN & SEAL WALL

CLEAN & SEAL WALL

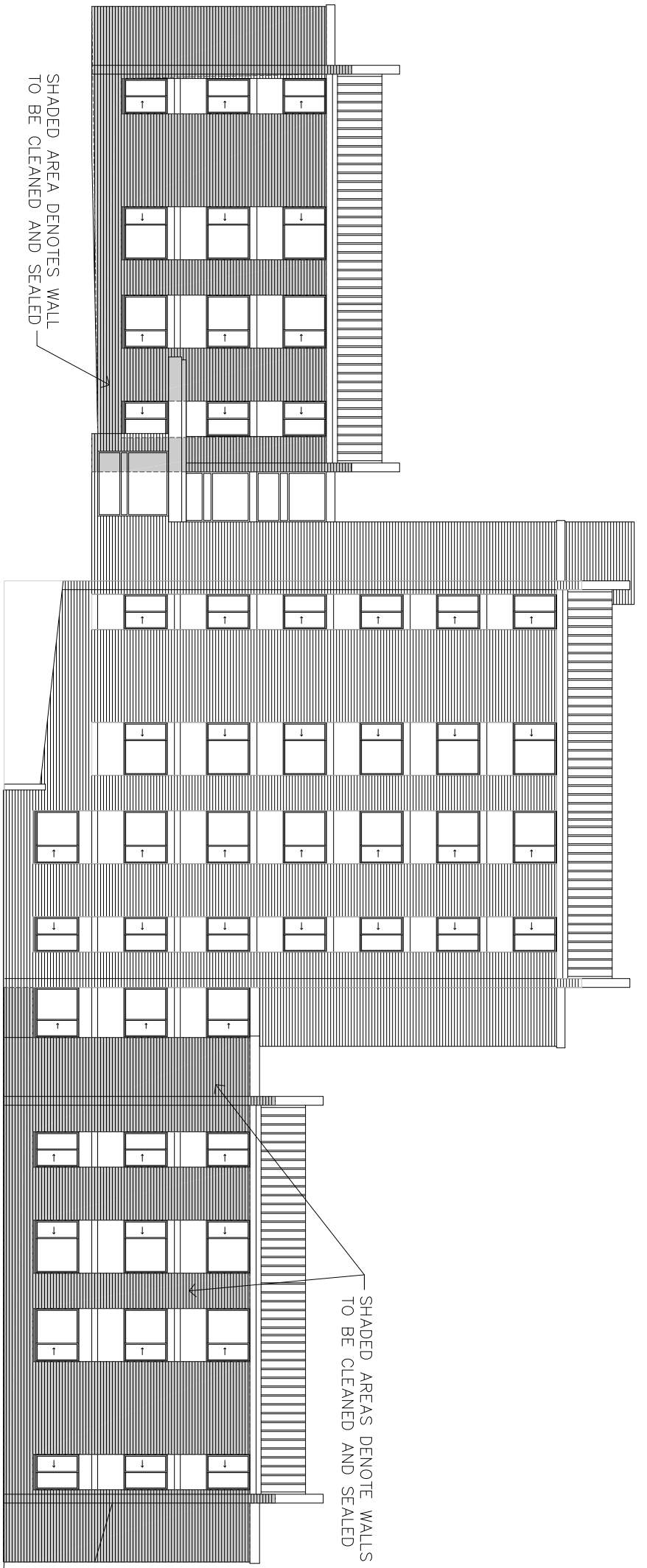
 PARTIAL ROOF PLAN
NO SCALE

JOB NO. CI-2022-08
DATE: 6/28/21
CORBY RENARD, DEV.COORD

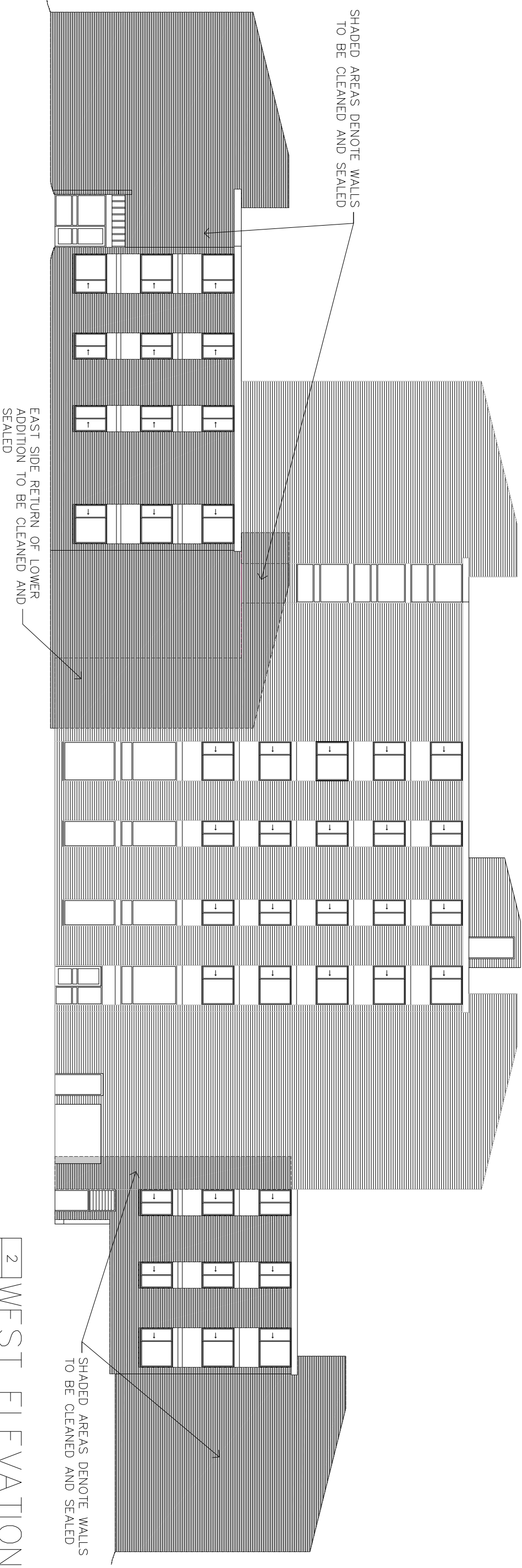
Lincoln Housing Authority

P. O. Box 5327, 5700 "R" St.
Lincoln, Nebraska 68505
Telephone: 402-326-2916

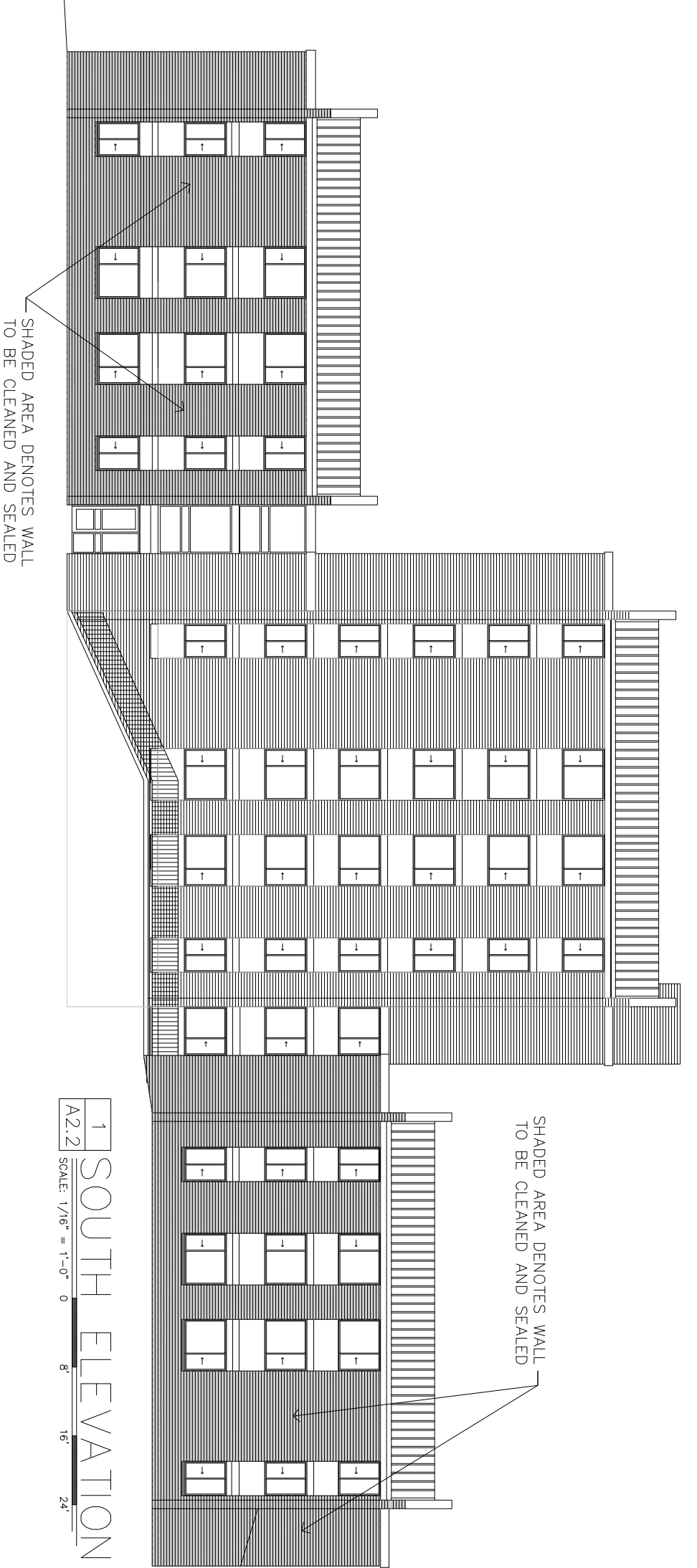
A1.1 BURKE PLAZA MASONRY SEAL - 2021



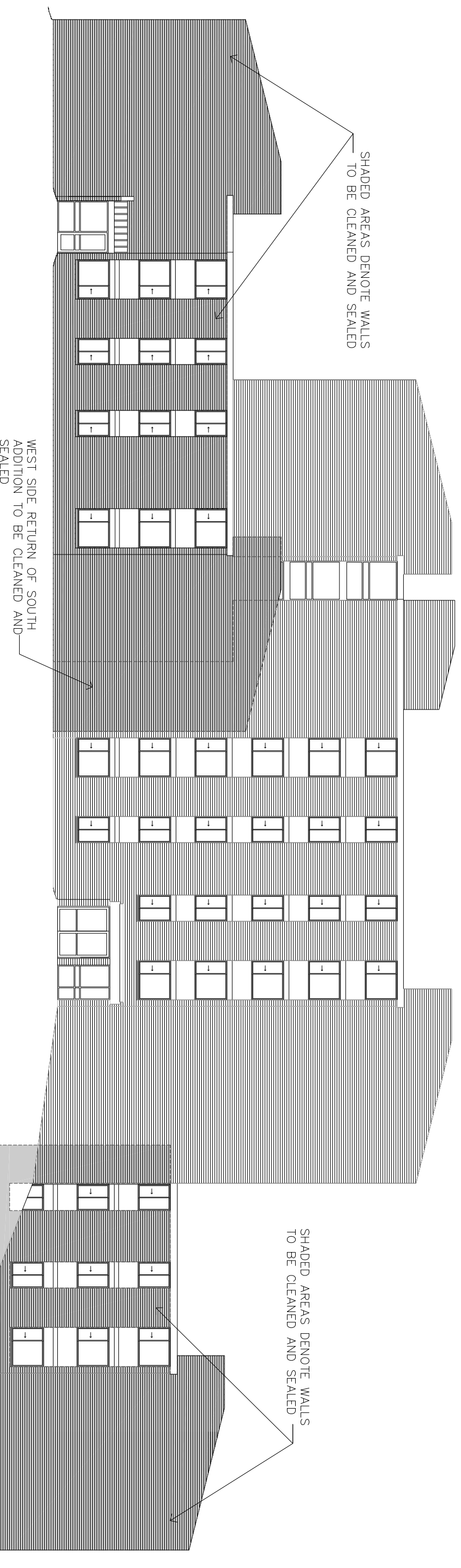
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2 WEST ELEVATION
 A2.1
 SCALE: 1/16" = 1'-0" 0 8 16 24



1 SOUTH ELEVATION
A2.2
SCALE: 1/16" = 1'-0" 0 8' 16' 24'



2 EAST ELEVATION
A2.2
SCALE: 1/16" = 1'-0" 0 8' 16' 24'