PROJECT MANUAL
including specifications
for the construction of

MAHONEY MANOR APARTMENTS
DUCT CLEANING - 2026

4241 N 61st Street
Lincoln, Nebraska

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

ARCHITECT: Bob Goggins, Development Coordinator
Lincoln Housing Authority
5700 “R” Street
Lincoln, NE 68505

Telephone 402-429-9616

DATE: October 28, 2026

PROJECT NUMBER: CI-2027-32

LINCOLN HOUSING AUTHORITY
MAHONEY MANOR APARTMENTS DUCT CLEANING - 2026

4241 N 61st Street
Lincoln, Nebraska

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INVITATION TO BID

Notice is given hereby that the Owner,

THE HOUSING AUTHORITY, CITY OF LINCOLN

will accept sealed bids on a single, firm, fixed-price contract to include all work for

LINCOLN HOUSING AUTHORITY
MAHONEY MANOR APARTMENTS DUCT CLEANING - 2026

according to the Drawings and Specifications prepared by Bob Goggins of the Lincoln Housing Authority, and described in general as follows:

Clean ducts and associated mechanical equipment at 4241 N 61st Street, in Lincoln, Nebraska.

The Housing Authority will receive sealed bids until:

2:00 P.M., Thursday, November 19, 2026,
at the offices of The Housing Authority, City of Lincoln
5700 “R” Street
Lincoln, Nebraska, 68505

The bids will be publicly opened and read aloud at that time and place. Bids received after that time will not be accepted. Interested parties are invited to attend.

All bids shall remain in effect and may not be modified, withdrawn or cancelled for a period of 30 calendar days after the scheduled closing time for the receipt of bids.

The Owner reserves the right to reject any or all bids and to waive any informalities or irregularity in any bid received.

END OF INVITATION TO BID

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

The Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Owner-Contractor Agreement, the General and Supplementary Conditions, the Drawings, the Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract. All definitions set forth in the General Conditions of the Contract, AIA Document A104, or in other Contract Documents are applicable.

Addenda are written or graphic instruments issued by the Architect prior to execution of the Contract, which modify or interpret the proposed Contract Documents by additions, deletions, clarifications, or corrections.

2. SECURING PROPOSED CONTRACT DOCUMENTS

Copies of the proposed Contract Documents may be obtained as stated in the Invitation to Bid.

3. PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Owner, that he and his proposed subcontractors have sufficient means and experience, in the types of work called for, to assure completion of the Contract in a satisfactory manner.

4. EXAMINATION OF DOCUMENTS AND THE SITE OF THE WORK

Use complete sets of the proposed Contract Documents in preparing bids. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the proposed Contract Documents.

Before submitting a bid, carefully examine the Drawings, read the Specifications and all other proposed Contract Documents, and visit the site of the Work. Contact Lincoln Housing Authority to coordinate access to site by phoning Bob Goggins at 402-429-9616. (Do not visit the site without first contacting Mr. Goggins.) Become fully informed as to all existing conditions and limitations under which the Work is to be performed, and include in the bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder, nor will any subsequent financial adjustments to the Contract be made with any bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

5. INTERPRETATION OR CORRECTION OF THE PROPOSED CONTRACT DOCUMENTS PRIOR TO BIDDING

If doubt exists as to the true meaning of any part of the proposed Contract Documents, or discrepancies in or omissions from any part of the proposed Contract Documents are discovered, notify the Architect and request an interpretation thereof not later than ten days before bids will be opened.

Any interpretation, correction, or change of the proposed Contract Documents will be made only by Addendum, and will be mailed or delivered to each bidder of record, and will be available at the LHA office. Interpretations, corrections or changes made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

6. PREBID INSPECTION OF SITES

A Pre-Bid Conference will be held at Mahoney Manor Apartments, 4241 N 61st Street, Lincoln, NE, at 3:00 PM on Tuesday, November 10, 2026.

7. BIDDING PROCEDURES

Prepare and submit bids using only the printed bid form provided in the Project Manual. Properly sign and fill in all blanks on the bid form. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. If alterations by erasure or interlineation are made for any reason, explain over such erasure or interlineation with a signed statement from the bidder.

Each bidder shall determine, prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Bid.

No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

Address bids to the Owner, and deliver to the address given in the Invitation To Bid on or before the day and hour set for opening the bids. Enclose each bid in an opaque, sealed envelope bearing the title of the Work, the name of the Bidder, and the date and hour of the bid opening. It is the sole responsibility of the bidder to see that his bid is received on time.

Submit the original signed copy of the bid.

8. WITHDRAWAL OF BIDS

A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. Written requests by facsimile machine will be accepted.

No bidder may withdraw his bid for a period of thirty (30) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid.

9. AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Owner's right to reject any or all bids and to waive any informalities or irregularity in any bid received and in the bidding process. Contractor's past performance in regard to quality of work on similar projects and completion of work within the contract time will be considerations for award of the contract.

10. EQUAL OPPORTUNITY FORM

The successful bidder shall complete and submit as a post bid submittal the Equal Opportunity Form, a copy of which is included herein.

11. E-VERIFY CERTIFICATION

The successful bidder shall complete and submit as a post bid submittal the E-Verify Certification Form, a copy of which is included herein.

12. IRS FORM W-9

If the Contractor has not previously contracted with the Lincoln Housing Authority, the Contractor shall furnish and deliver to the Housing Authority an executed Internal Revenue Service Form W-9.

13. NEBRASKA NEW HIRE REPORTING FORM

If the Contractor is an Independent Contractor, Housing Authority of the City of Lincoln will register the Contractor as a New Hire on www.ne-newhire.com as required under Nebraska Statute 48-2301 for the purposes of facilitating the collection of child support. To that end, the Contractor, if an Independent Contractor, must complete the Employee Section of the Nebraska New Hire Reporting Form for himself and submit to LHA. This form is not applicable if the Contractor is a corporation, partnership, or other entity.

14. SUBMITTALS

Upon notification of acceptance of the Bid, the successful bidder shall, within seven (7) days thereafter, submit the following:

A. A designation of the work to be performed by the successful bidder, with his own forces.

B. A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or

equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the proposed Contract Documents; or if no portions are so designated, the names of subcontractors proposed for the principal portions of the Work.

C. A list of itemized Base Bid costs on AIA Form G703 as described in Section 01 29 00, Paragraph 1.3.

D. Contractor's Insurance Certificate.

E. Equal Opportunity Form as described in Paragraph 10 above.

G. E-Verify Certification as described in Paragraph 11 above.

H. Internal Revenue Service W-9 form **if required** in Paragraph 12 above.

I. Nebraska New Hire Reporting Form **if required** in Paragraph 13 above.

The Owner reserves the right to award the contract to the next Bidder if a Contractor awarded the Bid fails to make complete and correct post bid submittals within the above listed seven days after award of the bid.

Prior to the award of the Contract, the Architect will notify the successful bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any such proposed subcontractor, person or organization. If the Owner or Architect has reasonable objection, the successful bidder may submit an acceptable substitute subcontractor, person or organization with an adjustment in his bid price to cover the difference in cost occasioned by such substitution.

Subcontractors, persons, or organizations proposed by the successful bidder and to whom the Owner and the Architect have made no reasonable objection, must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

15. TAXES

Bidders shall include in their Bid the cost of all taxes per General Conditions Article 9.5 as amended by Supplementary Conditions Paragraph i. 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.

16. PERMITS

The Contractor shall secure and pay for all required permits. See Paragraph 9.6 of the General Conditions.

17. EXECUTION OF THE AGREEMENT

The form of Agreement, which the successful Bidder will be required to execute, will be AIA Document A104 - 2017, "Standard Abbreviated Form of Agreement Between Owner and Contractor".

The bidder to whom the Contract is awarded shall, within seven calendar days after notice of award and receipt of Agreement forms from the Architect, sign and deliver required copies to the Architect along with all the submittals listed in paragraph 14 above.

Bonds (if required) and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time delay in furnishing the required material, or the Owner may award the contract to the next Bidder if a Contractor awarded the Bid fails to make post bid submittals within the listed time.

18. SUBSTITUTIONS OF MATERIALS AND APPROVAL

Bidders are directed to take note of Section 01 60 01 - Substitutions of Materials and Approval, as found in Division One - General Requirements. **No substitutions shall be allowed, if not pre-approved.**

19. TIME OF COMMENCEMENT OF THE WORK AND COMPLETION

The Work shall **not** start prior to Notice to Proceed and the Contractor shall complete all Work under the Contract within the time stated on his Bid Form. Bidders are instructed to read **Paragraphs o. & p. of the Supplementary Conditions which will be strictly enforced**.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

A Proposal of: _____
(Name of Business, herein called "Bidder")

To: THE HOUSING AUTHORITY, CITY OF LINCOLN here-in called "Owner"

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to construction of:

MAHONEY MANOR APARTMENTS DUCT CLEANING - 2026 located at 4241 N 61st Street, Lincoln, Nebraska,

including Addenda _____

the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the sites in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all the work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

A. Base Bid: All labor, materials, services and equipment necessary for completion of the work as shown on the Drawings and in the Specifications:

_____

_____ Dollars ($ _____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

2. The undersigned Bidder agrees to complete the work in _____

_____ calendar days from the date a Notice to Proceed is issued.

3. I understand that the Owner reserves the right to reject this bid, or to waive any informality or irregularity in any bid received.

4. I understand that this bid shall remain good and may not be withdrawn for a period of 30 days from the bid date.

5. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute

and deliver the Contract Documents to the Owner in accordance with this bid as accepted.

Respectfully submitted,

BIDDER:

_____
(Name of Business)

_____
(Address)

_____
(City, State and Zip Code)

_____
(Telephone Number)

The undersigned certifies that he/she is duly authorized to bind the Bidder to the terms and conditions of this bid proposal:

_____
(Name of Bidder)

_____
(Signature)

_____
(Title)

Type of business entity:

_____
(Corporation, Co-Partnership, Individual, Etc.)

( )
(CORPORATE)
(SEAL)
( )
( )

Individual members of the firm:

_____

_____

_____

_____

_____

_____

President of the corporation: _____

Secretary of the corporation: _____

Corporation is organized under the laws of the State of _____

Bid dated this _____ day of _____, 2026.

END OF BID FORM

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)														
	Race/Ethnicity														
	Hispanic or Latino		Not-Hispanic or Latino												Total A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	
	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 informaiton 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

EMPLOYER INFORMATION

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

Employer Name: LINCOLN HOUSING AUTHORITY

Employer Address *(Please indicate the address where the Income Withholding Orders should be sent).*: 5700 R STREET

Employer City: LINCOLN | Employer State: NE | Zip Code (5 digit): 68505

Employer Phone: 4024345560 | Extension: | Employer Fax: 4024345545

Email: INFO@L-HOUSING.COM

EMPLOYEE INFORMATION

Employee Social Security Number (SSN):

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

Employee First Name: | Middle Initial:

Employee Last Name:

Employee Address:

Employee City: | Employee State: | Zip Code (5 digit):

Date of Hire (mm/dd/yyyy): | Date of Birth (mm/dd/yyyy): | Employee State of Hire

Questions? Call toll-free 888-256-0293

Rev (12/07)

DRAFT AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

2AGREEMENT made as of the « » day of « » in the year «2026 »
(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)

« »« »
« »
«Lincoln, NE »
« »

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

«CI 20267 0832 Mahoney ManorBurke Plaza Apartments Duct CleaningShowers»
«4241 North 61st Street »
«Lincoln, NE »

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

«Robert D. Goggins, Development Coordinator »« »
«Lincoln Housing Authority »
5700 "R" Street
Lincoln, Nebraska 68505»
«Telephone Number: 402-429-9616»
«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.

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

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DRAFT

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:
~~*(Check one of the following boxes.)*~~

~~[« »] The date of this Agreement.~~

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

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[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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 « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

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

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » ($ « »), 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.)

« »

§ 3.2.2 Unit prices, if any:

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(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)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work Plus Contractor's Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on 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.)

« »

§ 3.4.3.3 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)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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Item	Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

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 rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

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§ 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~~, or as follows:~~

« »

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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

[«X »] Litigation in a court of competent jurisdiction

~~[« »] Other *(Specify)*~~

« »

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.

~~§ 6.1.2 Building information modeling exhibit, dated as indicated below:~~

~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Supplementary Conditions and Special Conditions	6/22/2026	pp 1 thru 5

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§ 6.1.4 The Specifications:

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

« »

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Section	Title	Date	Pages
01 29 00	Progress Payments and Final Payment	6/22/2026	pp 1 thru 2
01 50 01	Temporary Utilities and Facilities	6/22/2026	pp 1 thru 3
01 60 01	Substitutions of Materials and Approval	6/22/2026	pp 1 thru 2
01 73 01	Progress and Final Cleaning	6/22/2026	pp 1 thru 2
23 01 30.51	HVAC System Cleaning	6/22/2026	pp 1 thru 10

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

« »

Number	Title	Date
~~A~~M1~~2~~	First Floor HVAC Plan ~~Second Floor Plan~~	~~7/9/2025~~
~~A~~M2~~3~~	Second and Third~~Third~~ Floor HVAC Plan	~~7/9/2025~~
~~A4~~M3	~~Fourth Floor Plan~~Fourth thru Eighth Floor HVAC plan	~~7/9/2025~~
~~A5~~	~~Fifth thru Seventh Floor Plan~~	~~7/9/2025~~
~~A6~~	~~Type I Unit Plans-Demolition and Remodel~~	~~7/9/2025~~
~~A7~~	~~Type I Interior Elevations-Remodel~~	~~7/9/2025~~
~~A8~~	~~Type II Unit Plans-Demolition and Remodel~~	~~7/9/2025~~
~~A9~~	~~Type II Interior Elevations-Remodel~~	~~7/9/2025~~
~~A10~~	~~Fixture & Accessory Schedules, Detail~~	~~7/9/2025~~

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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
~~One~~		

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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:
Instructions to Bidders 6/15/2026 pages 1 thru 5

~~.1 Other Exhibits:~~
~~*(Check all boxes that apply.)*~~

~~[« »] Exhibit A, Determination of the Cost of the Work.~~

~~[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

~~« »~~

~~[« »] The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

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[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

« »

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.

§ 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.

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§ 7.6 Digital Data Use and Transmission

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

~~§ 7.7 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

§ 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 ~~in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

« »

§ 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.

~~§ 7.10 Relationship of the Parties~~

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.~~

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. ~~If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.~~

§ 8.1.2 No surveys or legal descriptions will be provided for this project. ~~The Owner shall furnish all necessary surveys and a legal description of the site.~~

§ 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.

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§ 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 ~~such~~ written form~~, as the Architect may require.~~ It is recognized that the Contractor's review is made in 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 such form as the Architect may require.

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.

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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 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. ~~and shall commence in accordance with Section 15.6.3.~~

§ 9.5 Taxes

The Contractor shall pay ~~sales,~~ 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

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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

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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.

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§ 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

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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~~reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit.~~ 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

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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."

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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. ~~in accordance with Section 15.6.3.~~

§ 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 ~~or the Cost of the Work with a Guaranteed Maximum Price~~ pursuant to Section 3.2 ~~or 3.4~~, the Contractor shall submit a schedule of values to the Architect in compliance with Specifications Section 01 29 00. ~~before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect.~~ 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 ~~or Guaranteed Maximum Price~~ under this Section 15.1 shall not constitute a separate stipulated sum ~~or guaranteed maximum price~~ for each individual line item in the schedule of values.

~~§ 15.2 Control Estimate~~

~~§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.~~

~~§ 15.2.2 The Control Estimate shall include:~~

~~.1 the documents enumerated in Article 6, including all Modifications thereto;~~

~~.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~

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.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and

.5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 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. At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required, be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, shall reflect retainage if provided for in the Contract Documents, and include any revised cost control information required by Section 15.2.4. 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.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 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.

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§ 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

.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

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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. ~~When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.~~

~~§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

§ 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.

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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~~, unless a different duration is stated below:~~

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

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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

~~« »~~

~~§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » ($ « ») each occurrence, « » ($ « ») general aggregate, and « » ($ « ») aggregate for products-completed operations hazard, providing coverage for claims including~~

- ~~.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;~~
- ~~.2 personal and advertising injury;~~
- ~~.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;~~
- ~~.4 bodily injury or property damage arising out of completed operations; and~~
- ~~.5 the Contractor's indemnity obligations under Section 9.15.~~

~~§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than « » ($ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

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§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than « » ($ « ») each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 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.

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§ 17.2.2 Property Insurance

§ 17.2.2.11 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. ~~The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.~~

~~§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.~~

~~§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~

~~§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.~~

~~§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~

~~§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 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) 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

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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.

~~§ 17.2.3 Other Insurance Provided by the Owner~~
~~*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*~~

~~Coverage~~	~~Limits~~

§ 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. ~~, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.~~

§ 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.

§ 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.

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§ 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)

« »
« »
« »
« »
« »
« »

§ 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. ~~, if any, as follows:~~

~~(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)~~

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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.

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§ 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. ~~If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 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.

~~§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 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.

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§ 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)*	CONTRACTOR *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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SUPPLEMENTARY CONDITIONS

a. General: The "General Conditions" for this Contract are found in the Agreement Form, "Standard Abbreviated Form of Agreement Between Owner and Contractor", AIA Document A104, 2017 Edition. 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. Surveys: Delete Paragraph 8.1.1. No surveys or legal descriptions will be provided for this project.

c. Review of contract documents and field conditions by Contractor: Add to Paragraph 9.1 the following subparagraphs 9.1.4, 9.1.5, & 9.1.6:

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.

d. Temporary utilities and facilities: Add to Paragraph 9.3.1 the following: "All temporary utilities and facilities shall comply with Specifications Section 01 50 01."

e. Sanitary practices: Add to Paragraph 9.3.2 the following: "All employees shall not perform any unsanitary practices on the site of the Work".

f. Substitutions of materials: Add to Paragraph 9.3.3 the following: "Substitutions of materials and approval shall comply with Specifications Section 01 60 01."

g. Labor: Add to Article 9.3 a Paragraph 9.3.4 to read as follows:

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.

h. Warranty: Add to Paragraph 9.4 the following: “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.”

i. Taxes: Add to Paragraph 9.5 the following: " 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."

j. 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 Project Coordinator (Bob Goggins at 402-429-9616) at least 48 hours prior to the commencement of the work.

k. 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. Contractor may park vehicles on the southwest corner of the building. No storage will be provided by the Owner.

l. Cleaning: Add to Paragraph 9.12 the following: "Contractor's cleaning shall comply with Specifications Section 01 73 01."

m. Change orders: In the first sentence of Subparagraph 13.2, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with Paragraph 13.5".

n. Change orders: Add to Article 13 the following Paragraph 13.5:

"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."

o. Amount of Work Started: Add to Article 14 the following Paragraph 14.6:

14.6 The Owner may regard Contractor's failure to abide by the Contract sufficient cause to refuse to award any future work to Contractor.

p. 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.

q. Application for Payment: Delete Paragraph 15.1.2. (Contract for this project shall be based on a Stipulated Sum.)

r. Progress payments and final payment: Revise Paragraph 15.1.3 to read: "Payments shall be made as provided in Article 4 of this Agreement, and also as provided in Section 01 29 00 of the Specifications."

s. Contractor's insurance: Add to Paragraph 17.1 the following:

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

t. Property insurance: Revise Paragraph 17.3 to read as follows:

17.3 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.

u. Liens: Revise Paragraph 21.2 to read as follows:

21.2 By submitting a bid or cost proposal, the Contractor acknowledges and understands that under Nebraska law, he/she is 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.

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 **each floor 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 Architect 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 Architect, 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 payments shall be made for stored materials**.

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 Architect, 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) If Bonds have been provided, AIA Document G707 "Consent of Surety To Final Payment.
3) 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 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

The Owner can not require Tenants to provide utilities for work under this contract. The Contractor shall not use a Tenant’s water or electricity. The Contractor shall provide other sources for utilities as required.

PART TWO - PRODUCTS

2.1 UTILITIES

2.1.1 General: All temporary utilities shall be subject to the Architect'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. Do not use Tenant's existing water supply.

2.1.3 Electricity: Furnish and install all necessary temporary power and lighting facilities by portable generator or other acceptable means. The Contractor shall pay all costs of temporary electrical power, including costs of installation, maintenance and removal. The Contractor shall pay all costs of all electrical energy used during the construction period. Do not use Tenant's existing electrical service.

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

No space on the sites will be available for a field office or storage sheds. The Contractor shall provide all required storage and office space off site.

2.3 SANITARY FACILITIES

Contractor may use public restrooms on first floor as long as they are maintained in clean manner. If at any time the Owner believes this privilege is being taken advantage of, the Owner may terminate use of the restrooms by the Contractor. Do not use Tenant's existing toilet facilities.

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 Architect 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 Architect 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 Architect 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 Architect and Owner to make an evaluation. The Bidder shall request approval of proposed substitutions not later than 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 Architect 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 Architect and Owner, for a substituted product. A contractor may obtain prior approval of a substituted product by making application to the Architect as stated in Paragraph "1.3" above.

1.8 "Or equivalent as approved by the Architect": 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 7 days prior to the date designated for the receipt of bids. The Architect'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 Architect 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 items not required for construction of this Work. Store required materials in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.

2) Sites: Daily, pick up all scrap, debris, and waste material and remove from the site. Maintain the building in a safe and orderly condition at all times.

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) Timing: Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean project.

END OF SECTION

SECTION 23 01 30.51 – HVAC SYSTEM CLEANING

PART ONE - GENERAL

1.1 REFERENCES

1.1.1 The publications listed below from a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1) AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONINNG ENGINEERS (ASHRAE): ASHRAE 62.1 (2016) Ventilation for Acceptable Indoor Air Quality

2) INSTITUTE OF INSPECTION, CLEANING, AND RESTORATION CERTIFICATION (IICRC): ANSI/IICRC S520 (2015) Standard and Reference Guide for Professional Mold Remediation

3) NATIONAL AIR DUCT CLEANERS ASSOCIATION (NADCA):

   a. NADCA (2005) Introduction to HVAC System Cleaning Services

   b. NADCA ACR (2021) Standard for Assessment, Cleaning, and Restoration of HVAC Systems

   c. NADCA ASCS (2013) Air Systems Cleaning Specialist to the NADCA Standard ACR

   d. NADCA HVAC Inspection Manual (2021 Procedures for Assessing the Cleanliness of Commercial HVAC Systems

4) NORTH AMERICAN INSULATION MANUFACTURERS ASSOCIATION (NAIMA)

   a. NAIMA AH112 (1993) Cleaning Fibrous Glass or Lined Sheet Metal Ducts

   b. NAIMA AH122 (2006) Cleaning Fibrous Insulated Duct Systems – Recommended Practices

   c. NAIMA AH127 (1999) Facts About the Impact of Duct Cleaning on Internal Duct Insulation

5) SHEET METAL AND AIR CONDITIONING COTRACTORS' NATIONAL ASSOCIATION (SMACNA)

   a. SMACNA 1966 (2020) HVAC Duct Construction Standards Metal and Flexible, 4th Edition

5) U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

a. EPA 402-F-91-102 (1991) Building Air Quality: A Guide for Building Owners and Facility Managers

1.1.2 DEFINITIONS

1.1.2.1 NADCA Standards

Perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA, NADCA ASCS, NADCA ACR and NADCA HVAC Inspection Manual).

a. All terms in this specification are defined as stated in the NADCA Standards.

b. Follow NADCA Standards without modification or deviation.

1.1.3 SUBMITTALS

Submit the following, to the Owner, prior to beginning work:

a. NADCA Firm
b. NADCA Team Assistants
c. NADCA Air System Cleaning Specialist (ASCS)
d. NADCA Supervisor Qualifications
e. Records of Experience in the Field of HVAC System Cleaning
f. NADCA Work Execution Schedule
g. Safety Data Sheets (SDS)

Submit to the Owner, after work is complete:

a. Post-Project Report

1.2 QUALITY CONTROL

1.2.1 NADCA Firm

Submit information certifying that the NADCA firm is a first tier subcontractor and the following, for the firm, to Owner:

a. NADCA Firm: NADCA registration number and expiration date of current certification;
b. NADCA Supervisor Qualifications: Name and copy of NADCA supervisor certificate and expiration date of current certification.
c. NADCA Air Cleaning Specialist (ASCS): Name and documented evidence that the team field leader has satisfactorily performed full-time supervision of HVAC cleaning work in the field for no less than three years immediately preceding this contract’s bid opening date.

d. NADCA Team Assistants: Names and documented evidence that each field technician has satisfactorily assisted a NADCA team field leader in performance of HVAC cleaning work in the field for not less than on year immediately preceding this contract's bid opening date.
e. Current Certificates: Ensure registrations and certifications are current, and valid for the duration of this contract. Renew Certifications which expired prior to completion of the HVAC cleaning work, in a timely manner so that there is no lapse in registration or certification. NADCA agency or NADCA team personnel without a current registration or current certification are not to perform HVAC cleaning work on this contract.
f. Team Members: NADCA team approved to accomplish work on this contract are full-time employees of the NADCA firm. No other personnel is allowed to do HVAC cleaning work on this contract.
g. Replacement of NADCA Team Members: Replacement of members may occur if each new member complies with the applicable personnel qualifications and each is approved by the Owner.

1.2.2 Experience

Submit records of experience in the field of HVAC system cleaning. Bids will only be considered from firms which are regularly engaged in HVAC system maintenance with an emphasis on HVAC system cleaning and decontamination.

1.2.3 Equipment, Materials, and Labor

Possess and furnish all necessary equipment, materials, and labor to adequately perform the specified services and comply with the applicable provisions of NADCA General Specifications for the Cleaning of Commercial HVAC Systems and ASHRAE 62.1

a. Assure that all employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and Safety Data Sheets (SDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification.

b. Maintain a copy of all current SDS Documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirement of applicable OSHA programs and this specification.

c. Submit all Safety Data Sheets (SDS) for all chemical products proposed used in the cleaning process, including all VOC ratings.

1.2.4 Licensing

Provide proof of maintain the proper license(s), if any, as required to do work in the state of Nebraska. Comply with all Federal, State, and local rules, regulations, and licensing requirements.

1.2.5 Health and Safety

1.2.5.1 Safety Standards

Comply with all applicable Federal, State, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, follow all applicable standards of the Occupational Safety and Health Administration (OSHA) when working in accordance with this specification.

1.2.5.2 Occupant Safety

Employ no processes or materials in such a manner that introduce additional hazards into occupied spaces.

1.2.5.3 Disposal of Debris

Dispose of all debris removed from the HVAC System in accordance with applicable Federal, State, and local requirements.

1.3 PROJECT/SITE CONDITIONS

1.3.1 Mechanical Drawings

Obtain one copy of the following documents:

a. Project drawings and specifications

Submit a NADCA Work Execution Schedule to the Owner within 10 working days of the contract award.

1.3.2 Site Conditions

The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the point where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts (except ceiling plenums and mechanical room) to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system.

PART TWO – PRODUCTS

Not used.

PART THREE - EXECUTION

3.1 HVAC System Inspections and Site Preparations

3.1.1 HVAC System Evaluation

Prior to the commencement of any cleaning work, perform a visual inspection of the HVAC system in the presence of the Owner to determine appropriate methods, tools, and equipment required to satisfactorily complete his project. Cleanliness inspection should include air handling units and representative areas of HVAC system components and ductwork. Notify the Owner 10 days prior to the planned inspection. As part of evaluation, record photographs and videos of each inspection location to document the “as found” condition prior to cleaning.

Document damaged system components found during the inspection and submit to the Owner, clearly labeled “Record of Existing Conditions”.

3.1.2 Site Evaluation and Preparations

Conduct without negatively impacting indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, implement environmental engineering control measures.

Conduct a site evaluation, and establish a specific, coordination plan which details how each area of the building is protected during the various phases of the project.

3.2 APPLICATION

3.2.1 General HVAC System Cleaning Requirements

3.2.1.1 Containment

Collect debris removed during cleaning and take precautions to ensure that debris is not otherwise dispersed outside the HVAC system during the cleaning process.

3.2.1.2 Particulate Collection

Where the Particulate Collection Equipment (PCE) is exhausting inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3 - micron size (or greater). When the PCE is exhausting outside the building, undertake mechanical cleaning operations only with PCE, including adequate filtration to contain debris removed from the HVAC system. When the PCE is

exhausting outside the building, take precautions to locate the equipment down wind and away from all air intakes and other points of entry into the building.

3.2.1.3 Controlling Odors

Take all reasonable measures to control offensive odors and/or mist vapors during the cleaning process.

3.1.1.3 Component Cleaning

Employ cleaning methods such that all HVAC system components are Visibly Clean as defined in applicable standards. Upon completion, return all components to those settings recorded just prior to cleaning operations.

3.2.1.5 Air-Volume Control Devices

Mark the position of dampers and nay air-directional mechanical devices inside the HVAC system prior to cleaning and, upon completion, restore to their marked position.

3.2.1.6 Service Openings

Utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection, Utilize the existing service openings already installed in the HVAC system where possible.

Create other openings where needed, created and resealed in conformance with NADCA Standard 05. Place closures so they do not significantly hinder, restrict, alter the air-flow with the system, or compromise the structural integrity of the system. Properly insulate closures to prevent heat loss/gain or condensation on surfaces within the system. Conform construction techniques used in the creation of opening to requirements of applicable building and fire codes, and applicable NFPA, SMACNA, and NADCA Standards. Cutting service openings into flexible duct is not permitted. Disconnect flexible duct at the ends as needed for proper cleaning and inspection.

Provide access doors for openings that need to be re-opened for future inspection or remediation. Clearly mark all service openings, capable of being re-opened for future inspection or remediation, and report their location in project report documents.

3.2.1.7 Ceiling Section (Tile)

Carefully remove and reinstall ceiling section to gain access to HVAC systems during the cleaning process. Replace any damaged ceiling sections caused by the removal at no cost to the Owner.

3.2.1.8 Air Distribution Devices (Registers, Grilles, and diffusers)

Clean all air distribution devices.

3.2.1.9 Air Handling Units, Terminal Units, and Blowers

Ensure that supply, return, and blowers are thoroughly cleaned. Areas for cleaning include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers, and drive assemblies. Remove all visible surface contamination deposits in accordance with NADCA Standards.

a. Clean all air handling unit (AHU) internal surfaces, components, and condensate collectors and drains.

b. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.

c. Clean all coils and related components, including evaporator fins.

3.2.1.10 Duct Systems

a. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.

b. Mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing NADCA Cleaning Verification Testing Standards.

c. Any exposed edges in internal duct lining within duct, including but not limited to interfaces with externally insulated duct, must be fully protected, sealed, and encapsulated to prevent future erosion.

3.2.2 Mechanical Cleaning Methodology

3.2.2.1 Source Removal Cleaning Methods

Clean the HVAC system using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. Select Source Removal methods which will render the HVAC System Visibly Clean and capable of passing NADCA cleaning verification methods Standards and other specified standards and test, in accordance with all general requirements. Use no cleaning method, or combination of methods, which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

Incorporate the use of vacuum collection devices that are operated continuously during cleaning for all methods used. Connect a vacuum device to the downstream end of the section being cleaned through a predetermined opening. Use a vacuum collection device of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and portion of the indoor environment is assured.

Equip all vacuum devices exhausting air inside the building, including had-held vacuums and wet-vacuums, with HEPA filters (minimum efficiency).

Equip all vacuum devices exhausting air outside the facility with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system, in a manner that does not allow contaminants to re-enter the facility. Release of debris outdoors which violates any outdoor environmental standards, codes, or regulations is not allowed.

All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods include those which will no potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.

3.2.2.2 Methods of Cleaning Fibrous Glass Insulated Components

Thoroughly clean glass thermal acoustical insulation elements present in any equipment or ductwork with HEPA vacuuming equipment. Clean while the HVAC system is under constant negative pressure, and not permitted to get we tin accordance with applicable NADCA and NAIMA standards and recommendations.

Do not use cleaning methods that cause damage to fibrous glass components or render the system capable of passing Cleaning Verification Tests NADCA Standards.

Provide surface treatment for insulation for section of internally-lined duct. Select and apply encapsulants, coatings, and insulation repair products to completely restore surface integrity of fibrous glass surfaces in accordance with applicable standards and manufacturer’s installation instructions.

3.2.2.3 Damage Fibrous Glass Material

If there is any evidence of damage, deterioration, delamination, friable material, mold or fungus growth, or moisture such that fibrous glass materials cannot be restored by cleaning or resurfacing with an acceptable insulation repair coating, identify them to the Owner for replacement.

When requested or specified, remediate exposed damaged insulation in air handlers and/or ductwork requiring replacement.

If insulation is damage as a result of this work under this specification, notify Owner and initiate a meeting with same to determine options for repair or replacement of insulation.

3.2.2.4 Replacement Material

If replacement of fiber glass materials is required conform all materials to applicable industry codes and standards, including those of UL and SMACNA 1966.

3.2.2.5 Cleaning of Coils

Use any cleaning method which renders the coil visibly clean and capable of passing NADCA Coil Cleaning Verification Standards. Coil drain pans are subject to Non-porous Surfaces Cleaning Verification, Maintain operability of the drain for the condensate at all times. Do not damage, displace, inhibit heat transfer, or cause erosion of the coil surface or fins, and conform to coil manufacturer recommendations when available. Thoroughly rinse coils with clean water to remove any laten residues.

3.2.2.6 Antimicrobial Agents and Coatings

Perform application of antimicrobial agents used to control the growth of fungal or bacteriological contaminants after the removal of surface deposits and debris. Perform mold remediation in accordance with ANSI/IICRC S520.

Use only antimicrobial agents registered by the U.S. Environmental Protection Agency specifically for use withing HVAC system.

Apply antimicrobial agents in strict accordance with manufacturer’s instructions.

Use only antimicrobial coating products, for both porous and non-porous surfaces, which are EPA registered, water soluble solutions with supporting efficacy data and SDS records.

Apply antimicrobial coatings according to manufacturer’s instruction. Spray coatings directly onto interior ductwork surfaces, rather than “fog” downstream onto surfaces. Achieve a continuous film on the surface treated by the coating application, and apply in strict accordance with manufacturer’s minimum millage surface application rate standards for effectiveness.

3.3 FIELD QUALITY CONTROL

3.3.1 CLEANLINESS VERIFICATION

3.3.1.1 General

Verification of HVAC System cleanliness is determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including antimicrobial agents and coatings.

3.3.1.2 Visual Inspection

Visually inspect the HVAC system to ensure that no visible contaminants are present.

If no contaminants are evident through visual inspection, consider the HVAC system clean; however, further verification of the system cleanliness through gravimetric or wipe testing analysis testing may be requested at the discretion of the Owner.

If visible contaminants are evident through visual inspection, re-clean those portions of the system where contaminants are visible, and subject to re-inspection of cleanliness.

As part of inspection, record photos and videos of inspection location to document post-cleaning condition.

3.3.1.3 Verification of Coil Cleaning

Cleaning is to restore the coil pressure drop to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not known, the coil will be considered clean only if the coil is free of foreign matter and chemical residue, based on a through visual inspection (see NADCA HVAC Inspection Manual Standards).

3.3.2 Post-Project Report

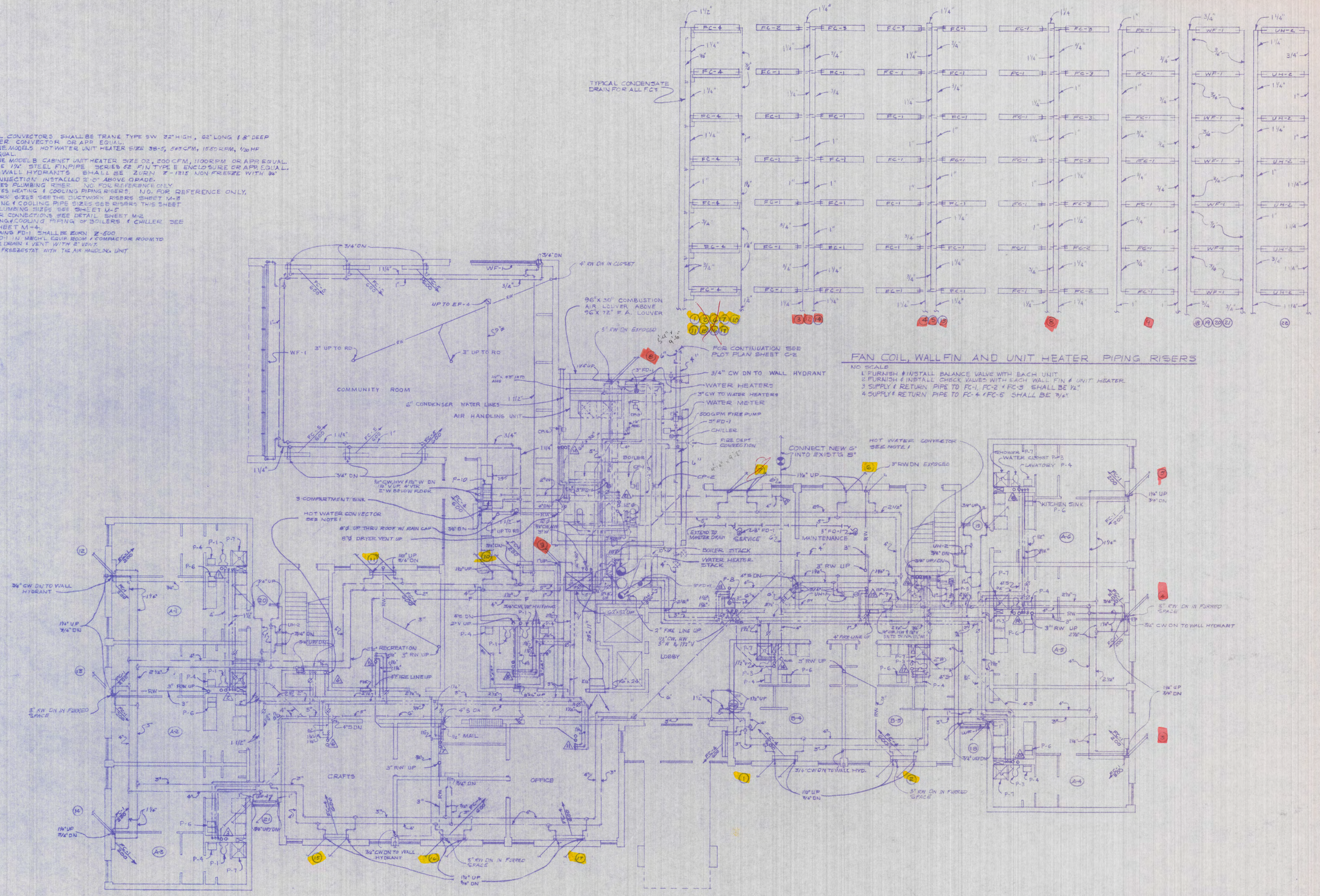
At the conclusion of the project, provide a Testing Procedures Summary and Post-Project Report indicating the following:

a. Success of the cleaning project, as verified through visual inspection.
b. Areas of the system found to be damaged and/or in need of repair.

END OF SECTION

NOTES:

1. STAIRWELL CONVECTORS SHALL BE TRANE TYPE SW 32" HIGH, 62" LONG & 8" DEEP HOT WATER CONVECTOR OR APP EQUAL.
2. UH-1 TRANE MODELS HOT WATER UNIT HEATER SIZE 38-5, 543 CFM, 1550 RPM, 1/30 HP OR APP. EQUAL.
3. UH-2 TRANE MODEL B CABINET UNIT HEATER SIZE 02, 200 CFM, 1100 RPM OR APP. EQUAL.
4. WF-1 TRANE 1¼" STEEL FINPIPE SERIES 52 FIN TYPE E ENCLOSURE OR APP. EQUAL.
5. EXTERIOR WALL HYDRANTS SHALL BE ZURN Z-1315 NON FREEZE WITH 3/4" HOSE CONNECTION INSTALLED 2'-0" ABOVE GRADE.
6. (H) INDICATES PLUMBING RISER NO. FOR REFERENCE ONLY.
7. (H) INDICATES HEATING & COOLING PIPING RISERS. NO. FOR REFERENCE ONLY.
8. FOR DUCTWORK SIZES SEE THE DUCTWORK RISERS SHEET M-3
9. FOR HEATING & COOLING PIPE SIZES SEE RISERS THIS SHEET
10. FOR THE PLUMBING SIZES SEE SHEET M-5
11. FOR BOILER CONNECTIONS SEE DETAIL SHEET M-2
12. FOR HEATING & COOLING PIPING OF BOILERS & CHILLER SEE DETAIL SHEET M-4.
13. FLOOR DRAINS FD-1 SHALL BE ZURN Z-500
14. RUN ALL FD-1 IN MECH'L EQUIP. ROOM & COMPACTOR ROOM TO A MASTER DRAIN & VENT WITH 2" VENT.
15. PROVIDE A FREEZESTAT WITH THE AIR HANDLING UNIT



FAN COIL, WALL FIN AND UNIT HEATER PIPING RISERS

NO SCALE

1. FURNISH & INSTALL BALANCE VALVE WITH EACH UNIT
2. FURNISH & INSTALL CHECK VALVES WITH EACH WALL FIN & UNIT HEATER
3. SUPPLY & RETURN PIPE TO FC-1, FC-2 & FC-3 SHALL BE ½"
4. SUPPLY & RETURN PIPE TO FC-4 & FC-5 SHALL BE ¾"

TYPICAL FIRST FLOOR PLAN SHOWING PLUMBING AND HVAC

SCALE 1/8" = 1'-0"

N

DF SD

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LOW-RENT ELDERLY HOUSING PROJECT

LINCOLN, NEBRASKA

M 1

PUMP SCHEDULE

MARK	LOCATION	USE	CAP. G.P.M.	R.P.M.	TOTAL HEAD FT. H_2O	MOTOR	MFG. OR APVD. EQUAL	REMARKS
CP-1	MECH'L EQUIP. RM.	HOT CHILLED WATER CIRCULATING	185	1750	60	7 1/2 HP 208/60/3	B & G SERIES 80 4x4x9 1/2	STUFFING BOX CONST.
CP-2	MECH'L EQUIP. RM.	HOT CHILLED WATER CIRCULATING DOMESTIC HOT WATER CIRCULATING	185	1750	60	7 1/2 HP 208/60/3	B & G SERIES 80 4x4x9 1/2	STUFFING BOX CONST.
CP-3	MECH'L EQUIP. RM.	COND. WATER CIRCULATING	10	1750	15	1/4 HP 110/60/1	B & G SERIES 60 1 AA	
CP-4	MECH'L EQUIP. RM.	COND. WATER CIRCULATING	500	1750	40	10 H.P. 208/60/3	B & G SERIES 80 4x4x9 1/2	STUFFING BOX CONST.

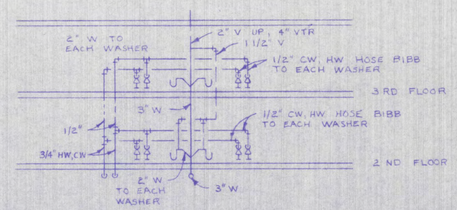
FAN COIL SCHEDULES

MARK	VOLUME CFM	MAX. P.D. WATER SIDE FT. H_2O	MAX. GPM	HEATING CAP. MBH	TOTAL COOLING CAP. MBH	MOTOR	MFG. OR APVD. EQUAL
FC-1	200	1.1	0.9	20	4.3	115/60/1	TRANE UNITRANE FAN COIL MODEL B12 A002
FC-2	200	1.7	1.0	20	4.2	115/6011	TRANE UNITRANE FAN COIL MODEL B12 D003
FC-3	300	3.5	1.5	30	6.8	115/60/1	TRANE UNITRANE FAN COIL MODEL B12 A003
FC-4	600	23.8	3.5	65	12.0	115/6011	TRANE UNITRANE FAN COIL MODEL B12 D006
FC-5	600	5.3	2.0	35	10.0	115/6011	TRANE UNITRANE FAN COIL MODEL B18 D006

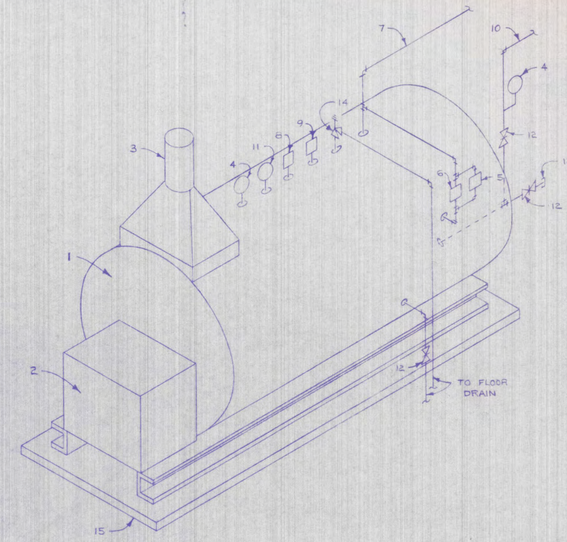
EXHAUST FAN SCHEDULE

MARK	LOCATION	VOLUME CFM	FAN R.P.M.	STAT. PRESS.	MOTOR	MFG. OR APVD. EQUAL
EF-1	ROOF	C.F.M. TO BE SHOWN ON ROOF PLAN SHEET M-4	R.P.M. TO BE SHOWN ON ROOF PLAN SHEET M-4	3/8"	1/6 HP 115/60/1	V-BELT DRIVE PENN DOMEX MODEL BB-45
EF-2	ROOF			3/8"	1/10 HP 115/6011	DIRECT DRIVE PENN DOMEX MODEL XR-94
EF-3	ROOF			3/8"	1/12 HP 115/6011	DIRECT DRIVE PENN DOMEX MODEL AT-10
EF-4	ROOF			1/4"	1/25 HP 115/6011	DIRECT DRIVE PENN DOMEX MODEL XR-82

Exhaust Fans shall have prefab curbs, birdscreens, & back draft dampers.



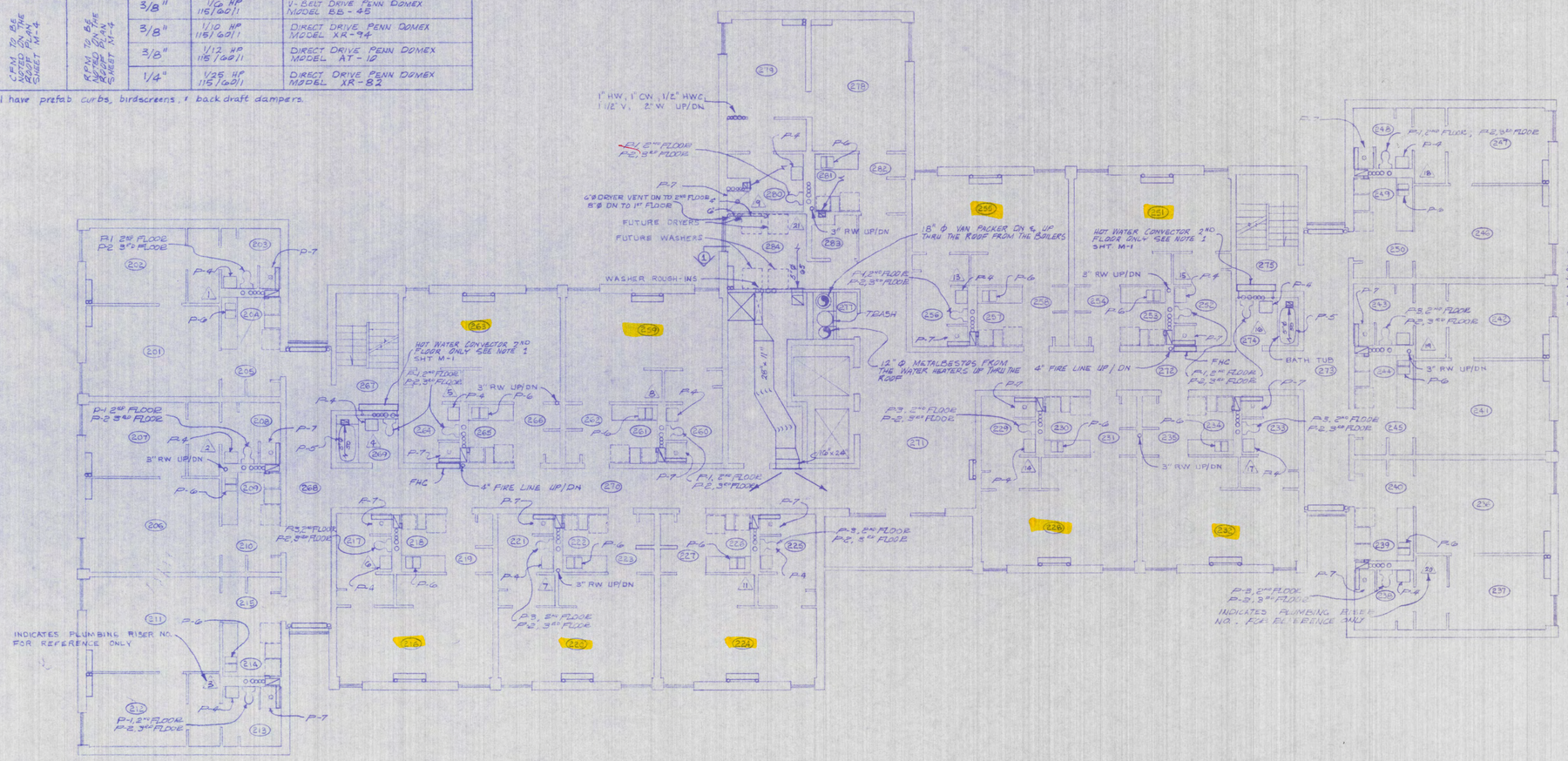
1
NO SCALE

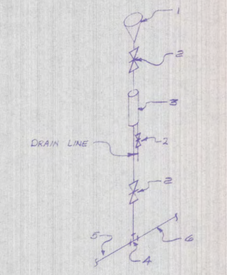


1. BOILER
2. BURNER
3. SMOKE OUTLET
4. THERMOMETER
5. LOW WATER CUT-OFF
6. SECOND LOW WATER CUT-OFF
7. HOT WATER SUPPLY
8. HIGH LIMIT CONTROL
9. OPERATING CONTROL
10. HOT WATER RETURN
11. PRESSURE GAUGE
12. GATE VALVE
13. HOSE CONNECTION
14. PRESSURE RELIEF VALVE
15. CONCRETE BOILER PAD

BOILER PIPING DIAGRAM

NO SCALE





1. 8" DIA. FUNNEL FOR WATER TREATMENT FEEDING
2. GATE VALVE
3. 5 GAL. STEEL TANK, 8" DIA. x 18" LONG
4. TEE
5. TO PUMP SUCTION HEADER.
6. FROM RETURN SYSTEM

WATER TREATMENT FEEDER

PIPING DETAIL

NO SCALE

NOTES

① FOR PLUMBING SIZES SEE SHEET M-5

② FOR DUCTWORK SIZES SEE DUCTWORK RISERS SHEET M-3

③ FOR HEATING AND COOLING PIPE SIZES SEE RISER SHEET M-1

TYPICAL FLOOR PLAN 2ND AND 3RD SHOWING PLUMBING AND HVAC

SCALE 1/8" = 1'-0"

N

DF SD

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ENGINEERS, INC.
201 STUART BLDG. LOCAL 74-0281

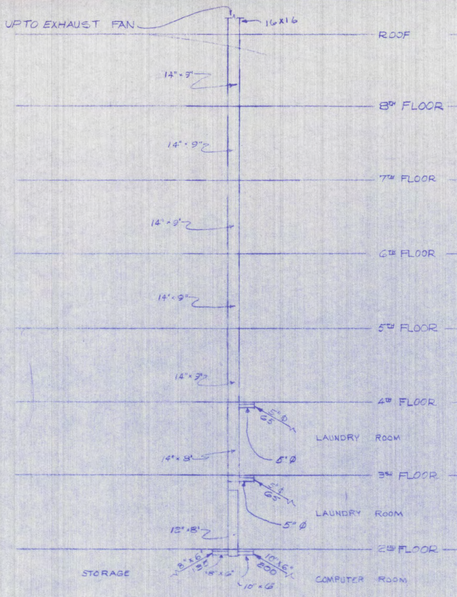
LOW-RENT ELDERLY HOUSING PROJECT

2nd & 3rd FLOOR PLAN - PLUMBING & HVAC

LINCOLN NEBRASKA

M 2

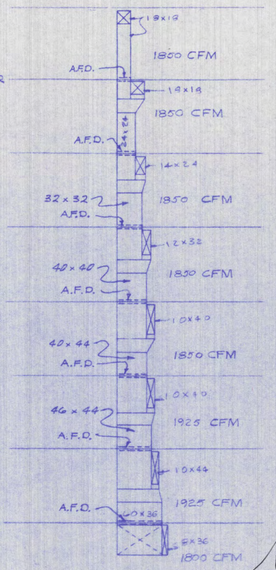
STANDARD BLUE PRINT, OMAHA 080331



CENTRAL CORE EXHAUST RISER

NO SCALE

EXHAUST GRILLES FOR THIS RISER SHALL BE LIMA OR APPROVED EQUAL WITH VOLUME CONTROL

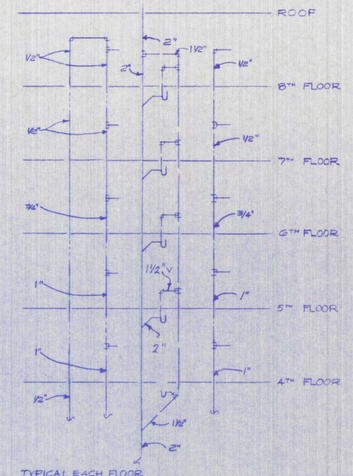


CENTRAL CORE SUPPLY RISER

NO SCALE

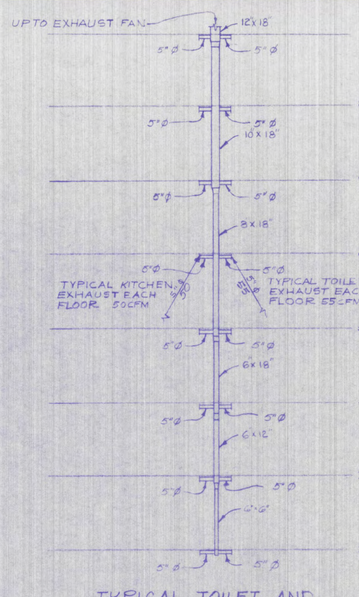
SUPPLY REGISTERS FOR THIS RISER SHALL BE 36"x12" LIMA OR APPROVED EQUAL, WITH VOLUME CONTROL DAMPER MOUNTED IN DUCT

18,900



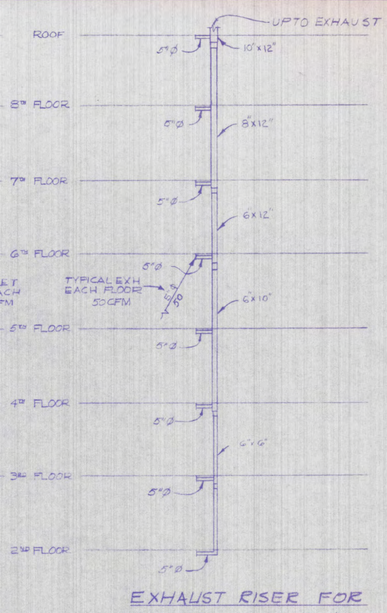
TYPICAL EACH FLOOR 1½"CW, HW & 2"W, 1½"V TO EACH SHOWER

NO 2 SCALE



TYPICAL TOILET AND KITCHEN EXHAUST RISER

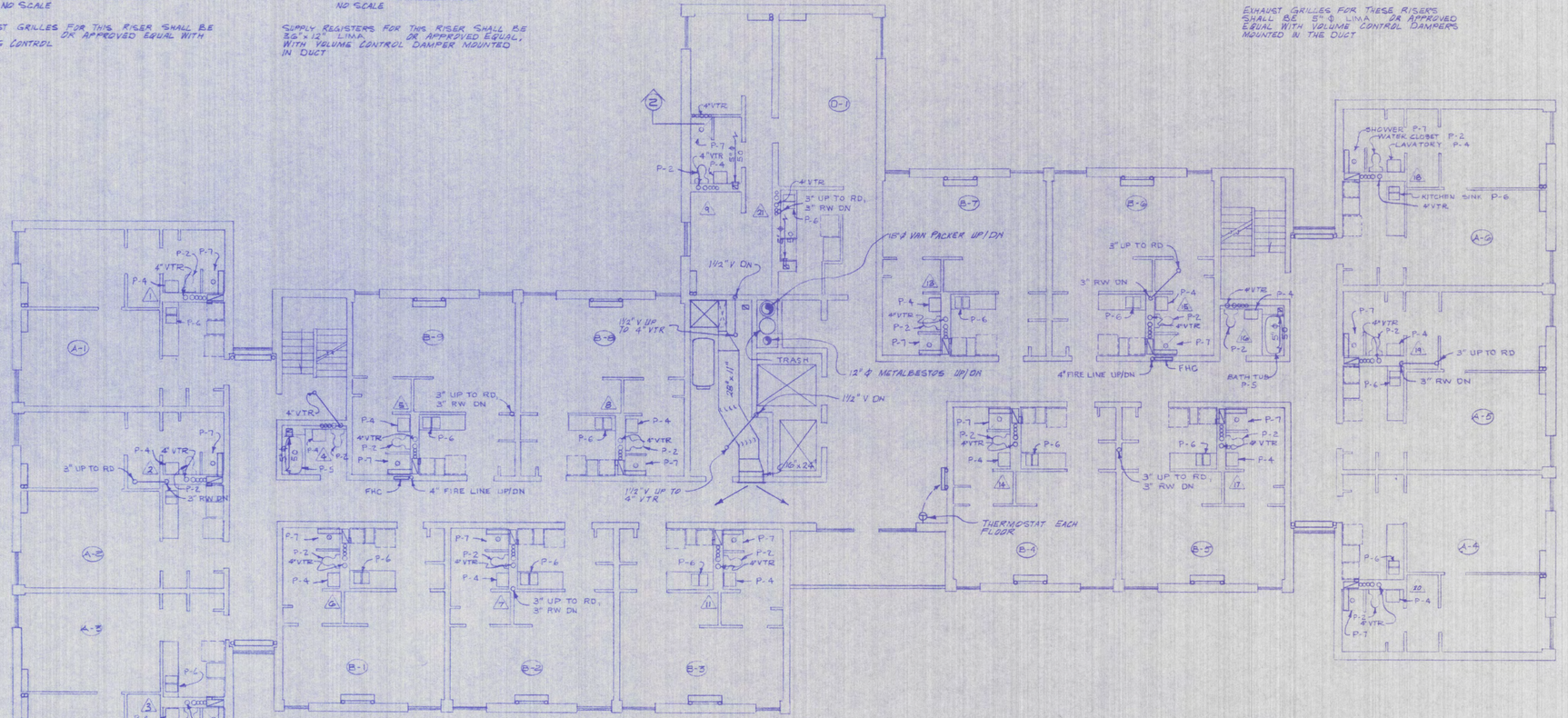
NO SCALE



EXHAUST RISER FOR TOILETS 145→845 & 159→859

NO SCALE

EXHAUST GRILLES FOR THESE RISERS SHALL BE 5"Ø LIMA OR APPROVED EQUAL WITH VOLUME CONTROL DAMPERS MOUNTED IN THE DUCT



NOTES:
1. FOR PLUMBING SIZES SEE SHEET M-6
2. FOR DUCT WORK SIZES SEE THE DUCT-WORK RISERS THIS SHEET.
3. FOR HEATING & COOLING PIPE SIZES, SEE THE RISERS SHEET M-1
4. PROVIDE FIRE DAMPERS ON 22" BOOT AS DETAILED & APPROVED BY NFPA 90A ON ALL EXH RISERS.

TYPICAL FLOOR PLAN 4TH THRU 8TH SHOWING PLUMBING AND HVAC

SCALE 1/8" = 1'-0"

N

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ARCHITECTS ENGINEERS
221 SOUTH 84TH STREET LINCOLN, NEBRASKA

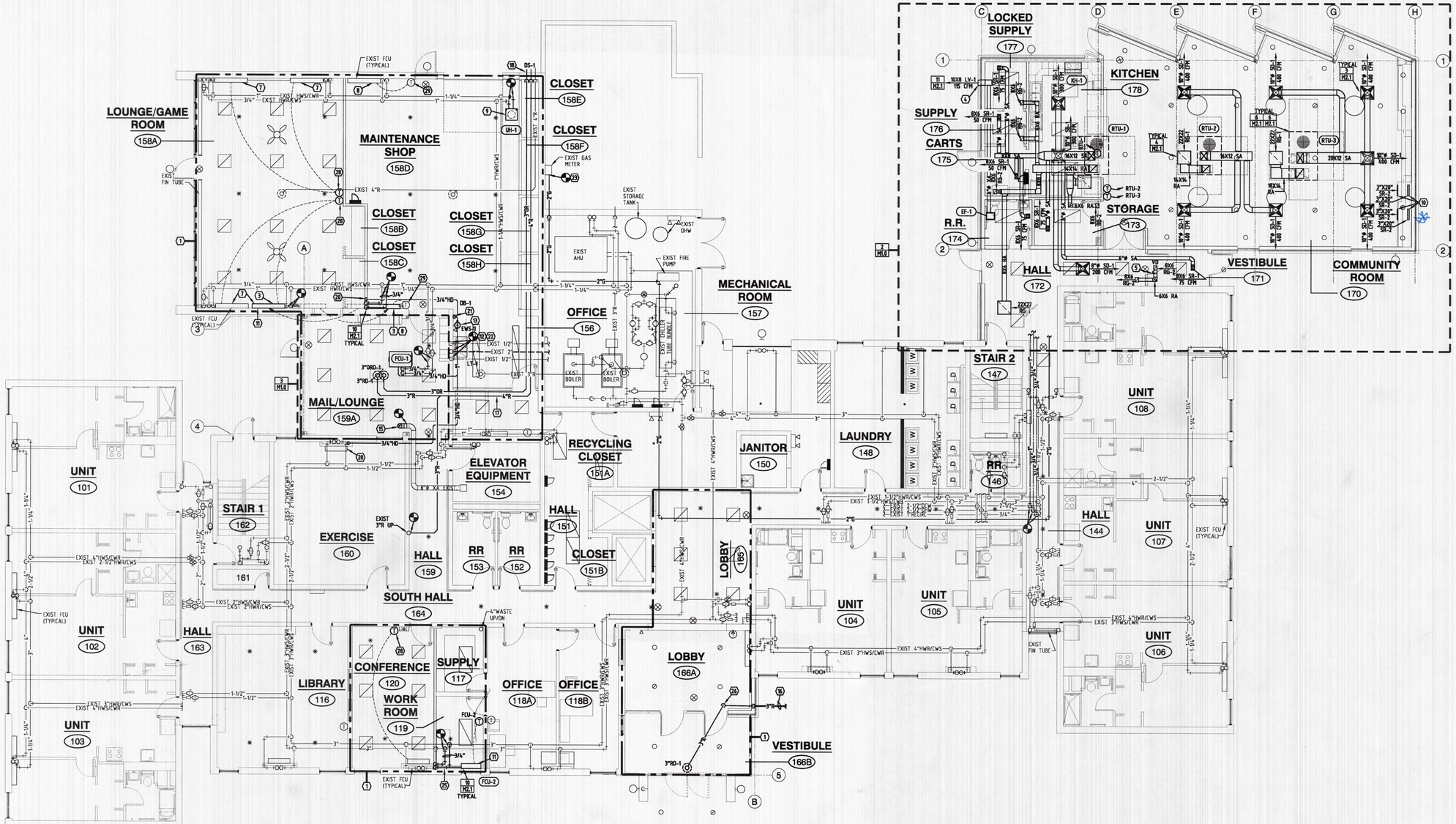
LOW-RENT ELDERLY HOUSING PROJECT

4th THRU 8th FLOOR PLAN — PLUMBING & HVAC

LINCOLN NEBRASKA

M 3

STANDARD BLUE PRINT, OMAHA 2-1-51



1 M1.0 FLOOR PLAN - MECHANICAL

1/8" = 1'-0"

Item No. 2-20 Sheet M1.0

A. At 'Floor Plan Mechanical', at Community Room 170, at the 2 east SR-2 registers, revise the size from 3" x 20" to 3" x 18" (to accommodate smaller east cabinet).

KEY NOTE SYMBOL = ⓦ

SHEET NOTES

GENERAL NOTES

A. A 18"-0" MINIMUM CLEARANCE MUST BE KEPT BETWEEN ALL FRESH AIR INTAKES INCLUDING OPERABLE WINDOWS AND DOORS AND ALL PLUMBING VENTS, EXHAUST VENTS AND EXHAUST FANS.

B. EXACT ROUTING OF ALL DUCT AND PIPING THROUGH THE ROOF/CEILING SHALL BE COORDINATED WITH STRUCTURE.

C. EXACT LOCATION OF ALL PIPING, DUCTS, DIFFUSERS, GRILLES AND SUPPORTS SHALL BE COORDINATED WITH STRUCTURE, LIGHTS, CEILING GRID, HVAC, PLUMBING FIXTURES AND FIRE SPRINKLER PIPING.

D. NO DUCT OR PIPING SHALL BE INSTALLED ABOVE ANY ELECTRICAL PANEL.

E. FLEXIBLE DUCT CONNECTIONS WITH 1" SLACK SHALL BE INSTALLED IN BOTH THE SUPPLY AND RETURN DUCTS AT CONNECTION TO EQUIPMENT.

F. ALL DUCT DIMENSIONS ARE INSIDE CLEAR DIMENSIONS.

G. HIGH EFFICIENCY DUCT TAKE-OFFS (HET) WITH INTEGRAL DAMPERS MUST BE INSTALLED AT EACH TAKE-OFF ON ALL DUCTS (SA,RA,XA,OA...). HET SHALL BE A ONE PIECE OR FACTORY SEALED FITTING WITH PRE-INSTALLED GASKETED FLANGE TO CONNECT TO DUCT. WHERE A HIGH EFFICIENCY TAKE-OFF WILL NOT FIT BECAUSE OF STRUCTURE A SIMPLE DUCT COLLAR MAYBE USED ALONG WITH AN OPPOSED BLADE DAMPER AT THE DIFFUSER. EVERY LOCATION WITH AN OPPOSED BLADE DAMPER IN THE DIFFUSER MUST BE APPROVED BY ENGINEER BEFORE INSTALLATION. ALL DAMPERS SHALL HAVE A LONG STEM (THROUGH PIPE) AND A STAND-OFF SUPPORT FOR INSULATED PIPE.

H. FIELD VERIFY EXACT LOCATION OF EXISTING DUCT AND PIPING BEFORE BEGINNING CONSTRUCTION.

I. ALL REFRIGERANT PIPING MUST BE SIZED ACCORDING TO MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS.

J. ALL BLADES ON RETURN GRILLES SHALL BE PARALLEL TO THE FLOOR AND THE GRILLE SHALL BE ORIENTED SO THAT THE BLADES POINT TO THE CEILING IF MOUNTED ABOVE 5'-0" AFF AND POINT TO THE FLOOR IF MOUNTED BELOW 5'-0" AFF.

K. ALL DUCT AND DUCT CONNECTION TO EQUIPMENT SHALL BE SEALED WITH EITHER FOIL TAPE OR DUCT SEAL COMPOUND ON ALL JOINTS INCLUDING LONG TRANSVERSE JOINTS IN SQUARE DUCT.

L. ALL VISIBLE RETURN, EXHAUST AND RELIEF AIR DUCTS SHALL BE PAINTED BLACK ON THE INSIDE INCLUDING INSULATION AND PINS BEHIND ALL GRILLES AND DIFFUSERS.

M. HVAC CONTRACTOR TO PROVIDE AND INSTALL ALL REQUIRED THERMOSTAT AND CONTROL WIRING TO THERMOSTATS, MOTORIZED DAMPERS, TIME-CLOCKS, ETC. ALL MOTORIZED DAMPERS TO BE 24 VOLT.

N. ALL DAMPERS SHALL BE INSTALLED AT AN EASILY ACCESSIBLE LOCATION IN THE DUCT.

O. DUCT SIZE TO DIFFUSERS, REGISTERS, GRILLES, ETC. SHALL BE SIZE OF NECK UNLESS OTHERWISE STATED.

P. CONTRACTOR IS RESPONSIBLE FOR ALL TRANSITIONS, ELBOWS, OFFSETS IN DUCT AND PIPING TO MAKE SYSTEMS FIT WITHIN SPACE AND STRUCTURE PROVIDED.

Q. ALL DUCT ELBOWS SHALL BE RADIUS-RADIUS OR SQUARE WITH TURNING VANES.

R. ESCUTCHEONS SHALL BE PROVIDED ON ALL PIPING PENETRATING A FINISHED WALL INTO A PUBLIC SPACE.

S. THE CONTRACTOR SHALL PROVIDE AND INSTALL NEW SUPPORTS AND HANGERS FOR ALL EXISTING PIPING, CABLING AND WIRING (HIGH AND LOW VOLTAGE) AS NECESSARY TO PREVENT DAMAGE TO THOSE MATERIALS THAT ARE TO REMAIN. THIS INCLUDES RESUPPORTING ANYTHING THAT IS SUPPORTED BY ANY ITEM SCHEDULED TO BE REMOVED. ANY DAMAGE TO THE EXISTING SYSTEMS TO REMAIN MUST BE REPAIRED AND TESTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

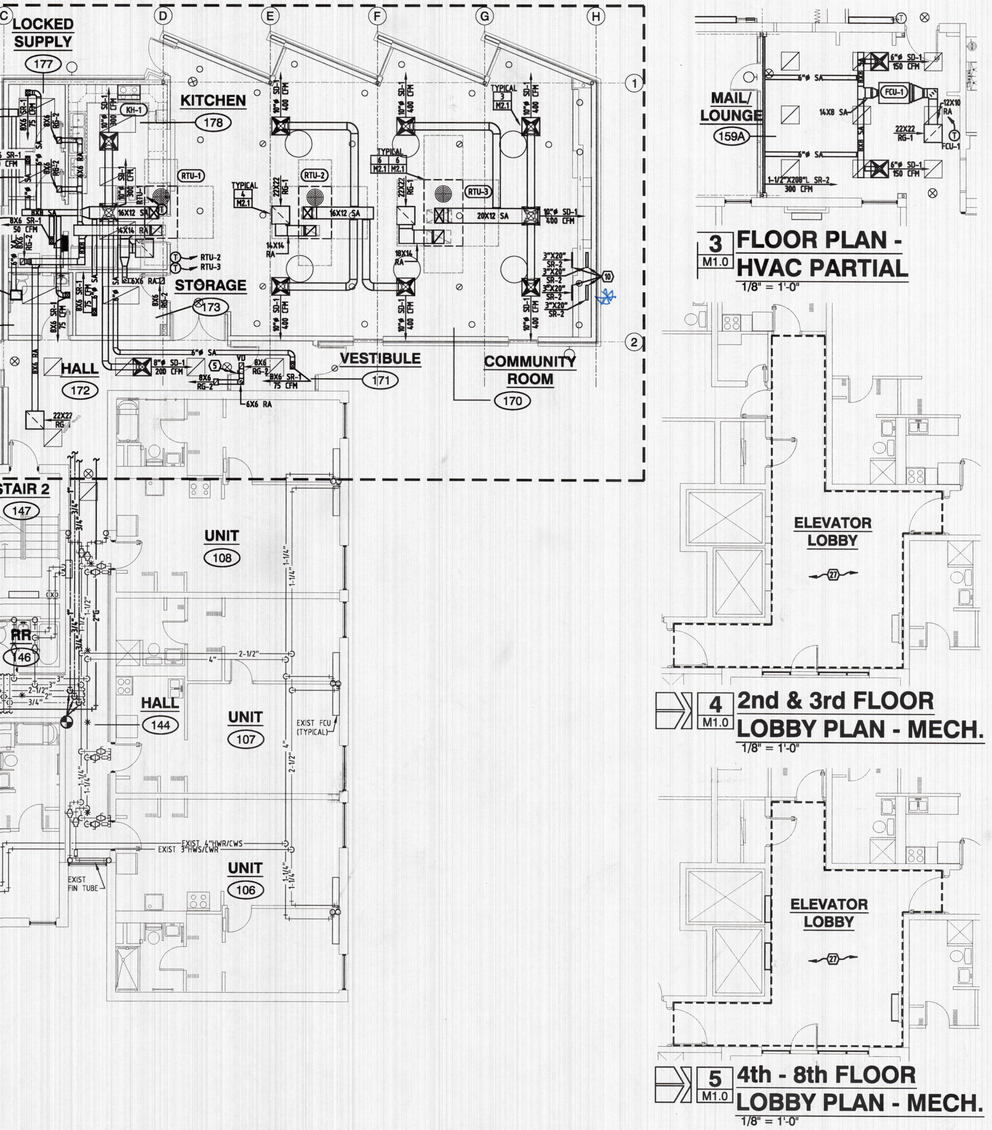
T. NO PIPING EXCLUDING REFRIGERANT, PLUMBING VENT AND GAS PIPING SHALL BE INSTALLED IN AN UNCONDITIONED SPACE.

U. ALL PIPE PENETRATIONS THROUGH WALLS/FLOOR/STRUCTURE SHALL BE COMPLETELY SEALED. FIRE CAULK SHALL BE USED IN FIRE RATED WALLS AND BEAUTY RINGS (LARGE ENOUGH TO COVER OPENING IN WALL) SHALL BE USED IN ALL EXPOSED LOCATIONS (MECHANICAL ROOMS AND JANITORS CLOSET NOT INCLUDED).

V. COORDINATE EXACT LOCATION OF ALL WALL/ ROOF PENETRATIONS WITH THE ARCHITECT AND ENGINEER PRIOR TO INSTALLATION.

KEY NOTES

1. FIRE SPRINKLER SYSTEM IN THIS AREA TO BE REWORKED/REDESIGNED AS REQUIRED TO PROVIDE PROPER COVERAGE FOR REMODELED AREA PER NFPA-13 AND ALL OTHER APPLICABLE CODES.
2. CONTRACTOR TO EXTEND EXISTING FIRE SPRINKLER MAINS INTO NEW ADDITION AS REQUIRED, THIS MAY REQUIRE UP SIZING THE EXISTING MAIN SERVING THIS AREA. SYSTEM TO BE DESIGNED TO PROVIDE PROPER COVERAGE FOR NEW ADDITION PER NFPA-13 AND ALL OTHER APPLICABLE CODES. NEW FIRE SPRINKLER HEADS TO BE WHITE RECESSED HEAD CENTERED IN CEILING GRID PADS.
3. NEW LOCATION OF EXISTING FAN COIL UNIT. RECONNECT EXISTING HW SUPPLY AND RETURN PIPING AS REQUIRED.
4. EXTEND 6"ø EXHAUST AIR DUCT FROM FAN AND TERMINATE THROUGH WALL WITH LOUVER.
5. BALANCE RETURN TO KEEP A POSITIVE PRESSURE IN VESTIBULE WITHOUT HOLDING ANY DOORS OPEN. PROVIDE MANUAL BALANCING DAMPER AT EASILY ACCESSIBLE LOCATION.
6. PROVIDE UNION, 3 INCH MINIMUM DIRT LEG, SHUT-OFF VALVE AND FLEXIBLE CONNECTION IN GAS PIPING AT CONNECTION TO EQUIPMENT.
7. PROVIDE NEW COVER FOR EXISTING/RELOCATED FAN COIL. VERIFY EXACT MODEL NUMBERS PRIOR TO ORDERING NEW COVER.
8. CONTRACTOR TO TAKE TWO BEST COVERS FROM EXISTING FAN COILS IN GAME ROOM 158A AND PUT ON EXISTING/RELOCATED FAN COILS IN MAINTENANCE SHOP 158D.
9. INSTALL UNIT HEATER BELOW CEILING AS HIGH AS POSSIBLE. CONNECT TO EXISTING HW SUPPLY AND RETURN PIPING.
10. INSTALL ONE REGISTER IN TOE KICK OF CABINET AND ONE REGISTER IN TOP OF CABINET FOR AUDIO EQUIPMENT. COORDINATE EXACT LOCATION WITH ARCHITECT PRIOR TO INSTALLING.
11. EXTEND HUMIDITY DRAIN LINE FROM FAN COIL UNIT THROUGH WALL AND TERMINATE OVER GRADE.
12. CONNECT 2" WASTE, 1-1/2" VENT, AND 1/2" DOMESTIC COLD/HOT WATER PIPING TO EXISTING PIPING LOCATED IN WALL.
13. INSTALL EMERGENCY EYE WASH (EWS-9) NEXT TO LAUNDRY TUB. EXTEND 1/2" DOMESTIC COLD AND HOT WATER AND CONNECT TO MIXING VALVE AND THEN TO EWS-5. EXTEND DRAIN FROM EWS-1 AND CONNECT INTO DRAIN OF LAUNDRY TUB.
14. NEW LOCATION OF RELOCATED SINKS, FAUCETS, AND GARBAGE DISPOSAL. COORDINATE TIMING OF RELOCATED SINKS WITH OWNER. SINKS SHALL NOT BE OUT OF COMMISSION FOR LONGER THAN 24 HOURS.
15. EXTEND EXISTING EXHAUST AIR DUCT UP THROUGH ROOF AND TERMINATE WITH GREENHECK RCC-7 ROOF CAP. PROVIDE ROOF CURB AND PROPER FLASHING.
16. SEE CIVIL PLAN FOR CONTINUATION.
17. COORDINATE LOCATION OF RAINWATER PIPING WITH EXISTING PIPING/DUCT PRIOR TO INSTALLATION.
18. TERMINATE RAINWATER PIPING AT EXTERIOR WITH DOWN SPOUT.
19. TERMINATE OVERFLOW RAINWATER PIPING WITH DOWN SPOUT.
20. PROVIDE AND INSTALL SPEND ASP-MA 115 CONDENSATE PUMP IN CABINET OF EXISTING FAN COIL UNIT. CONNECT HUMIDITY DRAIN LINE FROM UNIT TO NEW PUMP AND ROUTE TO LOCATION SHOWN. PIPE LOCATED ABOVE CEILING TO GRAVITY DRAIN TO TERMINATION POINT.
21. INSTALL DRAIN BOX (DB-9) EXPOSED ON BLOCK WALL. EXTEND 1" HUMIDITY RISER DOWN TO DRAIN BOX. EXTEND 1-1/2" OUTLET FROM DRAIN BOX AND INSTALL EXPOSED ALONG WALL AND CONNECT TO LT-1 WASTE BEFORE P-TRAP.
22. CONNECT DRAIN FROM EYEWASH TO HUMIDITY DRAIN LINE AND LT-1 WASTE PRIOR TO IT ENTERING WALL.
23. CONNECT NEW 2" GAS PIPING TO EXISTING AT EXISTING METER. VERIFY EXACT LOCATION OF METER PRIOR TO BEGINNING WORK.
24. EXTEND 1/2" DOMESTIC COLD WATER PIPING TO VALVE BOX (VB-1) FOR UNDER COUNTER ICE MAKER. EXTEND FULL SIZE DRAIN FROM ICE MAKER DOWN TO FLOOR SINK BELOW.
25. EXTEND PIPING DOWN WALL AND EXTEND TO NEW FAN COIL UNIT. PIPING TO FAN COIL TO BE INSTALLED IN FRAMED OUT WALL.
26. CONTRACTOR TO OFFSET NEW 3" RAINWATER PIPING VERTICALLY AS NEEDED TO ROUTE UNDER BEAM.
27. AS PART OF BASE BID CONTRACTOR SHALL RELOCATE EXISTING FIRE SPRINKLER HEADS TO FACE OF NEW WOOD BULKHEAD. FIRE SPRINKLER PIPING SHALL BE EXTENDED TO NEW HEAD LOCATIONS. THIS WORK SHALL BE DELETED UNDER ALTERNATE NO. 3.
28. PROVIDE NEW THERMOSTAT FOR EXISTING FAN COIL UNIT(S). THERMOSTAT TO CONTROL FAN AND HYDRONIC VALVE.
29. EXISTING THERMOSTAT TO BE REWIRED TO FAN COIL UNIT INDICATED. THERMOSTAT TO CONTROL FAN AND HYDRONIC VALVE.



3 M1.0 FLOOR PLAN - HVAC PARTIAL

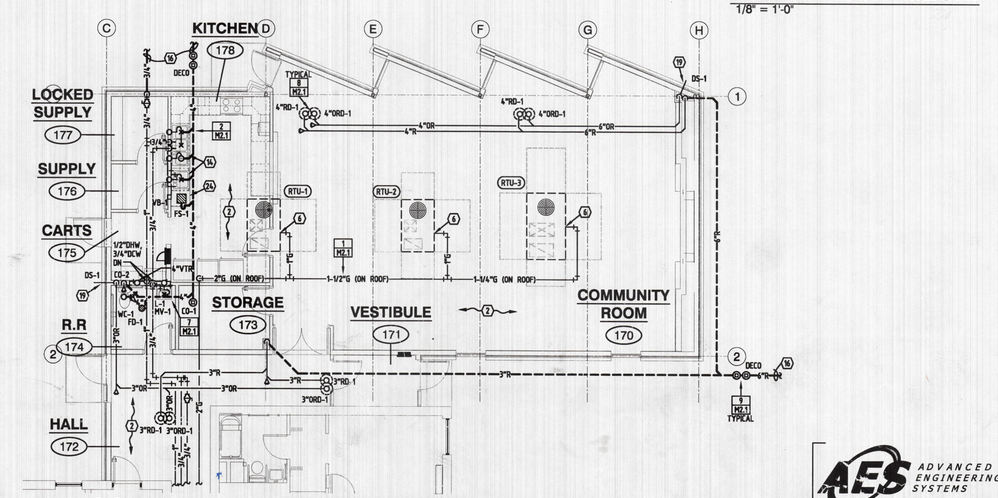
1/8" = 1'-0"

4 M1.0 2nd & 3rd FLOOR LOBBY PLAN - MECH.

1/8" = 1'-0"

5 M1.0 4th - 8th FLOOR LOBBY PLAN - MECH.

1/8" = 1'-0"



2 M1.0 FLOOR PLAN - PLUMBING PARTIAL

1/8" = 1'-0"

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Project number 13-015
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Revisions

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M1.0
FLOOR PLAN - MECHANICAL

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