

Project Manual and
Specification for the
Construction of the

D A T E

February 24, 2012

P R O J E C T #

SHA # 11065

Lincoln Public Schools District Office

**Site Development
Bid Package #6929-03**

Lincoln, NE

Lincoln Public Schools District Office
SHA Project No. 11065
Bid Package No. 6929-03

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The following key represents the team members responsible for preparation of the individual specification sections as identified in the column titled “Author”.

ETI	Engineering Technologies
HAMP	Hampton Commercial Construction, Inc.
LPS	Lincoln Public Schools
OA	Olsson Associates
ROY	R.O. Youker, Inc
SHA	Sinclair Hille Architects
TERR	Terracon

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**LINCOLN PUBLIC SCHOOLS
INVITATION FOR BIDS
BID PACKAGE # 6929-03**

Notice is hereby given that Lincoln Public Schools (LPS) is soliciting bids for Bid Package #6929-03 Site Development for the LPS District Office replacement project located at 5901 O Street, Lincoln, NE. **Scope of work includes** but is not limited to the following: Site Demolition, Grading, Temporary Fence and Erosion Control. Bidding documents and plans are available at: A & D Technical Supply (Lincoln or Omaha locations) for a deposit of \$35.00/set. A separate non-refundable check for an additional \$10 is required if shipping is requested. Bidding documents may be examined at Lincoln Builders Bureau, Omaha Builders Exchange/Construction Update Plan Network. **Bids are due on or before 2:00 p.m. CST (local time), March 8, 2012**, at the Facilities and Maintenance Office of LPS, 800 South 24th Street, Lincoln, Nebraska 68510 and will be open to the public. **A Pre-bid meeting for the project will be held at the Facilities and Maintenance Office of LPS, on Friday, March 2nd, at 9:00 am CST (local time).** For additional bid information, please contact Tony Jarecki, Hampton Commercial Construction, 3701 Union Dr., Suite 100, Lincoln NE 68516, Phone: (402) 489-8858, email: TJarecki@hampton1.com.

*LANCASTER COUNTY SCHOOL DISTRICT 55-0001, A/K/A LINCOLN PUBLIC SCHOOLS
FOR THE NEW LPS ADMINISTRATION DISTRICT OFFICE PROJECT, LOCATED AT
5901 "O" STREET, LINCOLN, NEBRASKA*

INSTRUCTIONS TO BIDDERS

Preamble: The Lincoln Public Schools' mission is to provide all children with educational opportunity in a safe learning environment. As part of the construction project for which bids are being requested, the Board of Education requires all bidders to comply with the following provisions.

A. Equal Opportunity: Lincoln Public Schools is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants, and does not discriminate against any employee or applicant for employment, and/or any contractor or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. Bidder agrees, by signing this proposal, to actively continue and implement this policy throughout any awarded project or contract.

B. Exclusion of Persons with Criminal Records: Lincoln Public Schools requires that firms agree to not assign any individual or agent to any work on an awarded project, requiring work on a LPS school site, with a criminal record of a serious nature as defined by SCA policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Bidder agrees, by signing this proposal, to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout any awarded project or contract period and to require implementation of this policy by any subcontractors and/or agents involved by the Bidder in the performance of any awarded project or contract.

C. Verification of Immigration Status: Lincoln Public Schools requires that firms to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Contractors and Subcontractors. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies: (1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; (2) If the Contractor

indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and (3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Bidding Requirements

1. Definitions

A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the Bid Form, the Project Manual, and other sample Bidding and contract forms. The proposed Contract Documents consist of the Form of Agreement between the Owner, Construction Manager and Subcontractor, Conditions of the Contract (General, Supplementary and Other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of the Contract.

B. Definitions set forth in the General Conditions of the Contract for Construction, or in other Contract Documents, are applicable to the Bidding Documents.

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

D. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents. A bid bond payable to Lincoln Public Schools, for 5% of the bid amount, is required.

E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deleted for sums stated in Alternate Bids and Unit Prices. The total bid includes the base bid, cost for performance and payment bonds and discovery allowance, if applicable.

F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents and the Specifications, is accepted.

G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or labor as described in the Bidding Documents.

H. A Bidder is a person or entity that submits a Bid.

I. A Sub-Bidder is a person or entity that submits a Bid to a Bidder for materials or labor for a portion of the Work.

2. Bidder's Representations

A. Each Bidder by making his Bid represents that:

1. The Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2. The Bidder has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, and has correlated his observation with the requirements of the proposed Contract Documents.

3. The Bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

4. The Bidder will not later request and will not later expect to receive additional payment for work related to conditions which can be determined by examination of the site and the Bidding Documents.

3. Bidding Documents

A. Bidding Documents will be distributed by the Construction Manager only. Arrangement for obtaining documents may be made by contacting _____ in Lincoln, Nebraska

B. Bidders shall use complete sets of Bidding Documents in preparing Bids. The Owner, the Construction Manager, and/or the Architect do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. The Owner or the Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

D. Plans, specifications, and addenda will also be on file for the use of Subcontractors and material suppliers as shown on the Invitation to Bid.

4. Interpretations and Substitutions

A. Bidders and Sub-Bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.

B. Bidders and Sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which must reach the Construction Manager at least four (4) business days prior to the date for receipt of Bids. All questions are to be directed to _____ or e-mail at _____.

C. Reference in the specifications to any product, material, type, or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed. Proposed substitutions shall be submitted by the Bidder to the Architect in writing no later than four (4) business days prior to Bid Date. A copy of the substitution request must also be given to _____. The submittal shall clearly describe the substitution for which approval is requested, including all data necessary to demonstrate acceptability. A statement setting forth the changes in other materials, equipment, or other portions of Work, including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included in the submittal. The burden of proof of the merit of the proposed substitution is on the Bidder. Substituted equipment, material, product, etc. shall be rejected, if upon the review of the shop drawings, they are found to be in non-compliance with the specifications of the work. When a substituted equipment, material, product, etc. requires a change in the assembly, connection, hookup, etc. of another trade, the Bidder shall be responsible for the entire cost of all other changes required to make the substituted equipment, material, product, etc. a complete and operable system. All acceptable substitutions will be approved in Addenda prior to Bid Date. Bidders shall not rely upon approval made in any other manner. Requests for substitutions other than as qualified above will not be considered.

D. No substitutions will be allowed subsequent to the Contract Award unless specifically provided for in the Contract Documents.

E. All interpretations, corrections, or changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Bidders shall not rely upon them.

5. Addenda

A. Notification of Addenda will be made to all that are known to have received a complete set of Bidding Documents. Addenda may be obtained from the office of the Construction Manager.

B. No Addenda will be issued later than two (2) business days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

C. Each Bidder shall ascertain, prior to submitting his Bid, that he has received all Addenda issued and shall acknowledge their receipt on the Bid Form.

D. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

6. Form and Style of Bids

A. Bids shall be submitted on the Bid Form provided without modification, alteration, or reservation and with each space properly filled in by typewriter or manually in ink. Bids not in this form will be subject to rejection.

B. Bids may be hand delivered in an opaque, sealed envelope as follows:

Lincoln Public Schools
Purchasing Department
[address]
Lincoln, Nebraska 685__
Bid Package # _____
Summary of Work # _____

Bids may also be sent by mail and shall be enclosed in a separate envelope addressed as stated above with the notation "Sealed Bid Enclosed" on the face thereof. Bids sent by mail must be received by the Purchasing Department no later than bid time. Bids received after set bid time will not be opened.

C. Bid shall state the total lump sum price to do all Work described in the Bid Documents under a single contract. The total bid shall include the base bid, the cost for the performance and payment bonds and the discovery allowance, if applicable. Dollar amounts shall be stated in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

D. Bidder shall bid all Alternate and Unit Prices requested on the Bid Form. The Bid for Alternate and Unit Prices described in the Bidding Documents shall include all overhead, profit, and the cost of all changes required from Base Bid conditions in order to incorporate such Work described.

E. Oral, total telegraphic or telephonic Bids are invalid and will not receive consideration.

F. Each Bid shall be executed and signed (with name and title typed below the signature) by and in the name of the Bidder.

1. If signed by an Attorney-In-Fact, there shall be attached to the Bid a Power of Attorney evidencing authority to sign the Bid, dated and executed by all partners of the firm.

2. Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name followed by words "By _____," Title of office held by the person signing for the corporation shall appear below the signature of the officer.

3. Bids from an individual doing business under a firm name shall be signed in the name of the individual doing business under the proper firm name.

7. Modification or Withdrawal of Bid

A. Bids may not be withdrawn, modified, or canceled for a period of sixty (60) calendar days following time and date finally designated for the receipt of Bids.

B. Prior to the time and date finally designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the Party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature and shall be in accordance with the following provisions.

1. Any such written request must be contained in a sealed envelope, which is plainly marked "Modification of Bid on (project title and bid date)."

2. Telegraphic or telefax modifications must be received prior to the Bid opening time.

3. Telegraphic or telefax modifications must be followed by a written notice from the Bidder, mailed and postmarked prior to Bid opening time, confirming the contents of such telegraphic or telefax modifications.

8. Consideration of Bids and Contract Award

A. Bids will not be accepted after the actual time and date established for receipt of Bids. Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids will be publicly opened and read aloud.

B. Owner shall have the right to reject any or all Bids and further to waive all informalities in bidding when deemed in the Owner's best interest.

C. In awarding the contract, the Owner may take into consideration the Bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any Bidder to meet the requirements mentioned above may be cause for rejection of the Bid.

D. Bids shall not be withdrawn for a period of forty-five (45) calendar days immediately following the actual date of Bid opening and the Construction Manager shall give written notice of the award to the successful Bidder.

E. Bidder to whom award of Contract is made shall execute an Agreement with the Owner and Construction Manager within seven (7) days after written notice of Contract Award.

F. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided for in the Bidding Documents.

G. It is the intent of the Owner to award a contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid, which in the Owner's judgment is in the Owner's own best interest.

H. The Construction Manager, together with the Architect, may interview the apparent low Bidders before contracts are awarded. The interview will enable the Construction Manager or Architect to ask the Bidder questions about materials, labor, duration, scope of work, the Contract Documents, or the Bidder's AIA 305.

I. In submitting a Bid, Bidder hereby acknowledges that Contracts shall be awarded to the lowest responsible Bidders for all necessary work to complete the Project provided; however, Owner reserves the right to reject any and all Bids.

9. Post Bid Information

A. The Construction Manager will prepare and forward three (3) original drafts of the Contractor Agreement to the successful Bidder. Bidder shall return properly executed drafts of these Documents, together with required evidence of insurance and Performance and Payment Bonds to the Construction Manager within seven (7) calendar days.

B. If the successful Bidder is doing business in the State of Nebraska under a fictitious name, he shall furnish at no cost to the Owner, if requested, a properly certified copy of his current Certificate of Registration of Fictitious Name from the State of Nebraska, and such certificate shall remain on file with the Owner. No contract will be executed by the Owner until the Bidder furnishes such certificate unless there already is on file with the Owner such a current certificate during the period of time for which such current certificate remains in effect.

C. Any successful Bidder, which is a corporation organized in a state other than Nebraska shall furnish, at its cost, to the Owner a properly certified copy of its current Certificate of Authority and License to do business in the State of Nebraska. No contract will be executed by the Owner until the Bidder furnishes such certificate unless there already is on file with the Owner such a current certificate, in which event no additional certificate is required.

D. Any successful Bidder which is a corporation organized in the State of Nebraska shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State; such certificate to remain on file with the Owner.

10. Submittals

A. The Bidder shall, within seven (7) calendar days of notification of selection for the award of a Contract for the Work, submit the following information to the Construction Manager:

1. A designation of the Work to be performed by the Bidder with his own forces.

2. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.

3. A list of names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

B. The Bidder will be required to establish to the satisfaction of the Architect, Construction Manager and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

C. Prior to the award of the Contract, the Construction Manager will notify the Bidder in writing if either the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner, Construction Manager or Architect has reasonable objections to a proposed person or entity, the Bidder may, at the Bidder's option:

1. Withdraw the Bid; or

2. Submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution.

3. The Owner may accept the adjusted Bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, Bid security will not be forfeited.

D. Persons and entities proposed by the Bidder and to whom the Owner, Construction Manager and 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 Architect.

11. Bond Requirements

A. The Bidder shall furnish the following surety bonds:

1. Performance Bond – To cover the faithful performance of the Contract.

2. Labor and Material Payment Bond – To insure payment of all obligations arising under the Contract.

B. The cost for furnishing such bonds shall be included in each Bid.

C. Bonds shall be written by a surety acceptable to the Owner and Construction Manager.

D. The Bidder shall deliver the required bonds to the Construction Manager no later than the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the work, submit evidence satisfactory to the Construction Manager that such bonds will be furnished and delivered in accordance with this Subparagraph D.

E. Unless otherwise provided, the bonds shall be written on AIA Documents A311, Performance Bond and Payment Bond, as amended and modified. Bonds shall be written in the full amount of the Contract Sum and list the Owner and Construction Manager as dual obligees.

F. The bonds shall be dated on or after the date of Contract.

G. The Bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

12. Form of Agreement Between Owner, Construction Manager and Subcontractor and Time of Contract Completion

A. The Agreement for the Work will be written on the form of agreement included in the Bidding Documents.

B. Contract Completion shall be pursuant to the Milestone Schedule provided by the Construction Manager.

C. Each successful Bidder shall coordinate its Work with the work of other Contractors through the Construction Manager. Each successful Bidder shall schedule their work in compliance with the construction Milestone Schedule and perform their Work within the specified construction time envelope.

LINCOLN PUBLIC SCHOOLS – DISTRICT OFFICE
BID FORM

Owner: Lincoln Public Schools

Construction Manager: Hampton Commercial Construction, Inc.

Name of Bidder	_____	Bid Package No:	_____ #6929 - 03
Address	_____	Bid Package Title:	_____ Site Development
City / State / Zip	_____	Date of Plans:	_____ February 24, 2012
Telephone	_____		
Fax	_____	Scope of Work: []	_____ #6929-03A – Site Demolition
Contact	_____	[]	_____ #6929-03B – Grading/Earthwork
Email Address	_____	[]	_____ #6929-03C – Erosion Control
		[]	_____ #6929-03D – Temporary Fence
		[]	_____

The undersigned acknowledges having reviewed the Contract Documents and is familiar with any and all conditions affecting the cost of the Work at the proposed site and hereby agrees to provide and furnish all labor, material, equipment and other necessary items to perform and complete the Work as per the Contract Documents for the proposed Base Bid amount. The Bid shall include any and all permits, Fees, Bid Bond, Insurance, payroll taxes and other applicable charges necessary to perform the proposed Work.

*This Project is exempt from Nebraska Sales Tax. DO NOT INCLUDE SALES TAX IN YOUR BID.

BASE BID

[]	#6929-03A – Site Demolition	\$	_____
[]	#6929-03B – Grading/Earthwork	\$	_____
[]	#6929-03C – Erosion Control	\$	_____
[]	#6929-03D – Temporary Fence	\$	_____
TOTAL BASE BID:		\$	_____

The undersigned also agrees to receipt and has included the following addenda in the Bid:

Addenda No.	_____	Dated	_____
Addenda No.	_____	Dated	_____
Addenda No.	_____	Dated	_____

BID BOND

_____ **The required 5% Bid Bond payable to Lincoln Public School is included in this proposal.**

The following Fees for Changes in Work shall include all lump sum pricing and actual cost pricing on additions or deletions to Work included in the Bid. The Fees shall include all supervision, general requirements, overhead and profit and shall not exceed the following:

Contractor – Performed by Own Forces	10%
Contractor – Performed by Other Forces	5%
Contractor’s Subcontractor or Material Supplier – Performed by Subcontractor’s Subcontractor or Material Supplier Own Forces	10%
Subcontractor’s Subcontractor or Material Supplier – Performed by Other Forces than Subcontractor’s Subcontractor or Material Supplier	5%

The undersigned Bidder agrees to the following, if awarded the Contract:

1. Commencement of Work shall be within seven (7) calendar days after "Notice to Proceed", unless otherwise established in notice.
2. Shop Drawing Submittals shall be submitted to the Construction Manager within fourteen (14) calendar days after "Notice to Proceed", unless otherwise established in notice.
3. Substantial Completion of Work shall be in accordance with the Construction Managers' schedule, whether the Work is to be prepared for the following Contractor's Work or for Final Inspection and acceptance by Owner.
4. The Contractor shall be liable for actual damages for any and all delays in the completion of the Contract Work.
5. The Contract Documents have been carefully examined and the stated Bid amount is correct and no errors have occurred in calculating the amount, and the Bidder shall agree to make no claim for modification or correction to Bid after scheduled Bid time.
6. The Bid shall not be withdrawn or altered for a period of sixty (60) calendar days after scheduled date for submission of Bids.
7. Each Bidder certifies the Bid was delivered without consultation, communication or agreement as to any and all matters relating to the Bid with any other Bidder or competitor.
8. The Owner shall reserve the right to waive informalities and to reject any or all Bids.

The undersigned Bidder agrees to these requirements and will execute an agreement with the Owner on the Standard Form of Agreement Between Owner, Construction Manager & Subcontractor.

DATED THIS _____ DAY OF _____, 2012.

Name of Bidder

Name and Title of Authorized Officer

Signature of Authorized Officer

CONTRACTOR AGREEMENT WITH THE CONSTRUCTION MANAGER AND OWNER FOR THE
CONSTRUCTION OF NEW FACILITIES¹

THIS AGREEMENT is made this _____ day of _____, 2012, by and between the LANCASTER COUNTY SCHOOL DISTRICT 55-0001 also known as LINCOLN PUBLIC SCHOOLS, a Political Subdivision of the State of Nebraska, hereinafter called the "Owner", having a business address of 5901 O Street, Lincoln, Nebraska 68510, (402) 436-1000, hereinafter called the "Owner", and Hampton Commercial Construction, Inc., 701 Union Drive, Suite 100, Lincoln, Nebraska 68516, (402) 489-8858, hereinafter called the "Construction Manager", or collectively referred to as "Owner/Construction Manager" ("O/CM"), parties of the first part to this Contractor Agreement for the School Facilities Project of the Lincoln Public Schools, (hereinafter referred to as "Agreement"), and _____ with a business address of _____, hereinafter referred to as a "Contractor", the construction of certain improvements to facilities of the Lincoln Public Schools (hereinafter generally referred to as the "Project" and described specifically at Section 2 below), party of the second part to this Agreement.

INTRODUCTORY PROVISIONS

WITNESSETH, that the O/CM and the Contractor for the consideration hereinafter stated agree as follows:

Section 1. The Project. The Project to which this Contract is applicable is the new LPS Administration District Office ("LPSDO"), located at 5901 "O" Street, Lincoln, Nebraska.

Section 2: The Work. Contractor shall furnish construction services, including labor and material, in connection with the Project, such work and services being specifically described on Appendix "A", attached hereto and incorporated herein by this reference (hereinafter called "the Work").

Section 3. Project Architect. The Architect and Engineers for the Project is to be Sinclair Hille Architects, 700 Q Street, Lincoln, Nebraska 68508, telephone (402) 476-7331, hereinafter called the "Architect".

Section 4. Binding Effect. This Agreement, including the Contract Documents incorporated herein, shall be binding upon and inure to the benefit of the O/CM and the Contractor, and their respective successors and assigns.

Section 5. Schedule of the Work: NOTICE: THE WORK IS SUBJECT TO, AND SHALL BE COMPLETED ACCORDING TO, THE SCHEDULE ESTABLISHED BY THE CONSTRUCTION MANAGER AND APPROVED BY THE OWNER. FOR PURPOSES OF THIS CONTRACT, TIME IS OF THE ESSENCE TO COMPLETE ALL WORK AND SERVICES PURSUANT TO SUCH SCHEDULE. THE AGREEMENT BETWEEN THE OWNER AND CONSTRUCTION MANAGER REFERS TO A "GUARANTEED CRITICAL PATH METHOD SCHEDULE" (GCPMS). THE GCPMS SHALL BE FOR THE USE AND REFERENCE OF THE O/CM ONLY. THE GCPMS SCHEDULE SHALL NOT BE THE SCHEDULE OF THE WORK FOR THE PROJECT, AND SHALL NOT BE RELIED UPON IN ANY MANNER BY ANY CONTRACTOR OR SUBCONTRACTOR FOR THE WORK OF THE PROJECT.

The O/CM and Contractor agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS.

1.1 The Contract Documents for the Project which are incorporated into and made a part of this Agreement shall consist of the following:

- (a) This Agreement and modifications thereto issued subsequent to the execution of said Agreement;

¹ The source document for this agreement is AIA Document A401 - 1997, and is used on this Project under the license issued by the American Institute of Architects to the Project Legal Counsel, Perry, Guthery, Haase & Gessford, P.C., L.L.O. The document has been modified for use by political subdivisions subject to the requirements of Neb. Rev. Stat. § 73-101, et. seq., and other Nebraska laws.

- (b) The General Conditions of the Contract for Construction, as modified, Appendix “B” attached hereto;
- (c) Payment and performance bond of the Contractor;
- (d) Certificate of Insurance of the Contractor;
- (e) Any amendments or modifications of this Agreement made after execution of this Agreement;
- (f) The Project Drawings and Specifications and related accounting and construction documents;
- (g) The Contractor’s bid proposal and presentation materials; provided, that in the event any provision of such proposal is in conflict with any provision of the other Contract Documents listed in this section, the provision in such other Contract Documents shall control;
- (h) The CMC Organizational Chart attached hereto as Appendix “C”; and,
- (i) Owner’s builders risk policy insurance certificate with level of Owner’s deductible under such policy per Appendix “B”, General Conditions of the Contract for Construction Edition, Section 11.3.1.3.

All of the foregoing are as fully a part of the Agreement as if attached hereto or repeated herein. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

1.2 Except to the extent of a conflict with a specific term or condition contained in the Agreement and Contract Documents, the General Conditions governing this Agreement shall be the General Conditions described in paragraph 1.1(b) above.

1.3 The Agreement may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Contractor, or (2) between any persons or entities other than the O/CM and Contractor.

1.4 The Contractor shall be furnished copies of the Contract Documents upon request, but the O/CM may charge the Contractor for the reasonable cost of reproduction.

ARTICLE 2. RIGHTS AND RESPONSIBILITIES

2.1 The O/CM and Contractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the Modified General Conditions apply to this Agreement pursuant to Paragraph 1.2 and provisions of the Construction Manager’s Agreement apply to the Work of the Contractor, the Contractor shall assume toward the O/CM all obligations and responsibilities which the Construction Manager, under such documents, assumes toward the Owner and the Architect. The O/CM shall have the benefit of all rights, remedies and redress against the Contractor which the Owner, under such documents, has against the Construction Manager, insofar as applicable to this Contract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

2.2 The O/CM may require the Contractor to enter into agreements with Subcontractors performing portions of the Work of this Agreement by which the Contractor and the Subcontractor are mutually bound to the extent of the Work to be performed by the Subcontractor, assuming toward each other all obligations and responsibilities which the O/CM and Contractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the O/CM and Contractor have by virtue of the provisions of this Agreement

2.3 The Contractor shall certify, warrant and represent to the School District/Owner that their bids is based on a full and complete examination of the Construction Documents, including as determined necessary site examination; and

that all statements, facts and representations made in all submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by the School District/Owner in considering the firm's bid. The Contractor by execution of the agreement represents that it understands that it is the Contractor's responsibility to immediately provide updated and correct information if any of the information changes at any time. Any omission, falsification or misrepresentation made by the Contractor in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ the Contractor or terminate any contract with the School District/Owner. The Contractor by entering into this Agreement with the School District/Owner consents and agrees to comply at all times with all School District/Owner policies, regulations, directives, and practices.

2.4 The Contractor by execution of this agreement certifies that the Contractor is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. By submitting a bid and by execution of this agreement, the Contractor agrees to actively continue and implement this policy throughout any awarded project.

2.5 The Contractor by execution of this agreement agrees that the Contractor shall not assign any individual or agent to any work on any portion of the project with a criminal record of a serious nature as defined by the School District/Owner's policies, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

ARTICLE 3. CONSTRUCTION MANAGER

3.1 SERVICES PROVIDED BY THE CONSTRUCTION MANAGER

3.1.1 The Construction Manager shall establish the schedule, and the Contractor shall be required to meet such schedule. The Construction Manager will work with the Contractor in scheduling and performing the Construction Manager's Work to avoid conflicts or interference in the Contractor's Work and shall expedite written responses to submittals made by the Contractor in accordance with paragraph 4.1 and Article 5. As soon as practicable after execution of this Agreement, the Construction Manager shall provide the Contractor with copies of the Construction Manager's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Contractor to plan and perform the Contractor's Work properly. The Contractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2 The Construction Manager shall attempt to provide suitable areas for storage of the Contractor's materials and equipment during the course of the Work on or near the project.

3.1.3 Except as provided in Article 14, the Construction Manager's equipment will be available to the Contractor only at the Construction Manager's discretion and on mutually satisfactory terms.

3.2 COMMUNICATIONS

3.2.1 The Construction Manager shall promptly make available to the Contractor information, including information received from the Owner, which affects this Contract and which becomes available to the Construction Manager subsequent to execution of this Contract.

3.2.2 The Construction Manager shall not give instructions or orders directly to the Contractor's employees or to the Contractor's Subcontractors or material suppliers unless such persons are designated as authorized representatives of the Contractor.

3.2.3 If the Construction Manager becomes aware of hazardous substances at the Project site of a type of which an employer is required by law to notify its employees are being used on the site by a Contractor or anyone directly or indirectly employed by them (other than the Contractor), the Construction Manager shall, prior to harmful exposure of the Contractor's employees to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit the Contractor's compliance with such laws.

3.2.4 If the Construction Manager asserts or defends a claim against the Owner which relates to the Work of the Contractor, the Construction Manager shall make available to the Contractor information relating to that portion of the claim which relates to the Work of the Contractor.

3.3 CLAIMS BY THE CONSTRUCTION MANAGER

3.3.1 Damages for delay shall be assessed against the Contractor only to the extent caused by the Contractor or any person or entity for whose acts the Contractor may be liable, and in no case for delays or causes arising outside the scope of this Contract.

3.3.2 The Construction Manager's claims for services or materials provided the Contractor shall require:

3.3.2.1 Prior written notice except in an emergency;

3.3.2.2 Written compilations to the Contractor of services and materials provided and charges for such services and materials no later than the fifteenth (15th) day of the following month.

3.4 O/CM'S REMEDIES

3.4.1 Should the Contractor at any time: (1) refuse or neglect to supply sufficient and properly skilled workers; (2) refuse or neglect to supply materials of the proper quality; (3) fail in any respect to follow revised construction schedules; (4) fail in any respect to complete the Work with promptness and diligence; or (5) fail in the performance of any of the covenants contained herein; and fail to correct such default or neglect with diligence and promptness within twenty-four (24) hours written notice from the O/CM, then the O/CM may, without additional written notice and without prejudice to any other remedy, either:

(a) provide such labor, materials, or services or other Work as is required by this Contract and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this Agreement,

(b) terminate this Agreement for the Work and enter upon the premises and take possession for the purpose of completing the Work included under this Agreement of all materials, tools and appliances thereon, and to employ any other person or persons to finish the Work, and to provide the materials required under this Agreement

The O/CM shall be entitled to recover all of its expenses under this paragraph, including all labor, materials, services (whether by O/CM or others) and any other cost (including attorneys' fees) or damages incurred as a result of Contractor's default. If such expense exceeds the unpaid balance of the amount to be paid under this Agreement, the Contractor shall pay the difference to the O/CM on demand. If this Agreement is terminated, the Contractor shall not be entitled to receive any further payment under this Agreement until the Work is completed.

3.4.2 If at any time there shall be evidence of any invoice, bill, lien or claim arising from Contractor's operations under this Agreement, or any other agreement between the parties (Claim) for which the Construction Manager, the Owner, a surety, or any property, might be or become liable or subject to, the Owner shall have the right to retain out of any payment then due or thereafter to become due the Contractor, an amount sufficient to discharge such Claim and reimburse the Constructor Manager, Owner, and surety for all costs and expenses (including attorneys' fees) in connection with such Claim. If the Contractor has failed to resolve a Claim or provide a bond to protect the Owner, the Construction Manager and any surety against such Claim within thirty (30) days after written notice, the Construction Manager, the Owner or a surety shall have the right to make payment on such Claim out of funds due or to become due the Contractor. If no such funds are available, the Contractor shall indemnify the Construction Manager, the Owner and surety for all amounts any of them have in good faith paid in discharging any Claim, including any associated costs and expenses (including attorneys' fees).

ARTICLE 4. CONTRACTOR

4.1 EXECUTION AND PROGRESS OF THE WORK

4.1.1 The Contractor shall meet the schedule established by the Construction Manager for the Work, and the Project as a whole. The Construction Manager shall oversee the Contractor's Work, and shall cooperate with the Contractor in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of the Construction Manager, other Contractors or Owner's own forces.

4.1.2 The Contractor shall promptly (within 2 weeks of project award) submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in such sequence as to cause no delay in the Work or in the activities of the O/CM or other Contractors.

4.1.3 The Contractor shall submit to the Construction Manager a schedule of values allocated to the various parts of the Work of this Contract, aggregating the Contract Sum, made out in such detail as the Construction Manager and Contractor may agree upon or as required by the Owner, and supported by such evidence as the Construction Manager may require. In applying for payment, the Contractor shall submit statements based upon this schedule.

4.1.4 The Contractor shall furnish to the O/CM periodic progress reports on the Work of this Agreement as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

4.1.5 The Contractor agrees that the Construction Manager and the Architect will each have the authority to reject Work of the Contractor which does not conform to the Contract Documents. The Architect's decisions in consultation with the O/CM on matters relating to the quality of workmanship and aesthetic effect of the work performed by the Contractor shall be final and binding on the Contractor if consistent with the intent expressed in the O/CM's Agreement

4.1.6 The Contractor shall pay for all materials and equipment used in connection with the performance of this Agreement through the period covered by previous payments received from the Owner or in accordance with the terms of such purchase agreements entered into by the Contractor, whichever is earlier, and shall pay for labor as incurred, and shall furnish satisfactory evidence, when requested by the Construction Manager, to verify compliance with the above requirements.

4.1.7 The Contractor shall take necessary precautions to protect the Work of other contractors from damage caused by operations under this Agreement

4.1.8 The Contractor shall cooperate with the Construction Manager, other Contractors and the Owner's own forces whose Work might interfere with the Contractor's Work. The Contractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by this Agreement, specifically noting and advising the Construction Manager of potential conflicts between the Work of the Contractor and that of the Construction Manager, other Contractors or the Owner's own forces.

4.1.9 The Contractor shall have a continuing duty to provide and update a list of Sub-Contractors and suppliers. The O/CM must approve any subcontractors under this Agreement and they shall comply with the requirements of this Construction Agreement.

4.1.10 The Contractor recognizes that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the Construction Manager's schedule of the Work during the progress of construction. Contractor agrees that O/CM cannot guarantee Contractor will be able to start Work on any particular date or continue without interruption once started.

4.2 LAWS, PERMITS, FEES AND NOTICES

4.2.1 The Contractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Agreement. The Contractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Contractor's Work.

4.2.2 The Contractor shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Agreement.

4.3 SAFETY PRECAUTIONS AND PROCEDURES

4.3.1 The Contractor shall take reasonable safety precautions with respect to performance of this Agreement, shall comply with safety measures initiated by the Construction Manager and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Modified General Conditions and this Agreement. The Contractor shall report to the O/CM within twenty-four (24) hours an injury to an employee or agent of the Contractor which occurred at the site.

4.3.1.1 Safety. In the performance of this Agreement, the Contractor shall, at no additional cost to the O/CM, comply with all laws and regulations relating to safety and with the O/CM's safety rules and regulations.

4.3.1.1.1 The Contractor agrees to fully comply with the Occupational Safety and Health Act (OSHA) of 1970 and any and all regulations issued pursuant thereto. As a term and condition of this Agreement, the Contractor shall keep and save the O/CM harmless from any claims or charges of any kind by reason of the Contractor failing to fully comply with the Occupational Safety and Health Act of 1970 and the regulations thereto. Contractor agrees to reimburse the O/CM for any fines, damages, or expenses of any kind incurred by the O/CM by reason of the Contractor's failure to comply.

4.3.1.1.2 It will be a requirement of this Agreement that all Contractors must have a safety program and will abide by the safety standards of OSHA. Any fines levied by OSHA to the O/CM resulting from violations of the OSHA standards by the Contractor will be deducted from payment for work performed.

4.3.1.1.3 The Contractor will hold a weekly safety meeting and provide reports of the topics discussed to the O/CM, if requested. Contractor will make available on request of the O/CM evidence of not less than a weekly scheduled safety inspection performed by a competent person for the time in which the aforesaid Contractor is on the job to the extent of their work only.

4.3.1.1.4 The Contractor agrees that if in the performance of this Agreement, it becomes necessary, convenient, advisable to remove, replace or interfere with any safety device or controls installed by the O/CM or another Contractor, the Contractor shall notify and obtain the written authorization from the Construction manager to remove, replace or interfere with any safety device or controls. The Contractor will replace or restore such devices or controls at its own expense as soon as possible to maintain the effectiveness of such safety device or control, and not less than on a daily basis. In the event that safety devices or controls are not to be replaced or restored, the Contractor agrees to reimburse the O/CM for doing so. (Safety devices herein are defined as handrails, temporary fencing, barricades, traffic control devices, etc.).

4.3.1.1.5 The Contractor shall set up, arrange, coordinate and obtain all inspections for their work, as required by any authorized agency or applicable code. Arrangements for the inspection of any area, system, equipment, etc. needing testing or inspection prior to being covered up must be made by the Contractor in sufficient time to allow for inspection, and the Contractor shall not cover-up any area until the inspections are complete.

4.3.1.1.6 A Work Plan may be required by the O/CM outlining the step-by-step procedures that are necessary to accomplish the installation, including all safety considerations.

4.3.1.1.7 Contractor hereby verifies that he has notified the O/CM in writing of any hazardous chemicals or mixtures containing one or more hazardous chemicals which are to be provided under this Agreement. "Hazardous Chemicals" are defined as "Any chemical which is a physical hazard or health hazard." For each item to be

provided by Contractor under this Agreement which is identified as a hazardous chemical, the Contractor shall provide an MSDS sheet to the O/CM.

4.3.1.1.8 The Contractor shall be solely responsible for the health and safety of its employees, agents, subcontractors and representatives. In addition, the Contractor shall take all necessary and prudent safety precautions with respect to its work and shall fully and timely comply with all safety programs initiated by the O/CM, as well as with all applicable laws, ordinances, rules, permits, regulations and orders of any public authority for the safety of persons or property. The O/CM is not responsible in any manner for the safety of Contractor's work or its employees, agents or representatives.

4.3.1.1.9 If the Contractor fails to correct any procedures, acts or conditions which the O/CM believes are unsafe within an eight (8) hour period of written notification by the O/CM, or any public authority, the O/CM may (but has no contractual obligation to do so) correct the unsafe practice and charge the Contractor for all costs, direct and indirect, for correction, plus ten percent (10%) for overhead, ten percent (10%) for profit and twenty percent (20%) for a safety premium. This specifically includes, but is not limited to, the cleanup of construction debris and the replacement or installation of railings or barricades. Contractor's repeated failures to timely and satisfactorily correct unsafe procedures, acts or conditions as aforesaid shall constitute a material default upon which a termination may be based without any further or additional notice to the Contractor.

4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, the Contractor's Sub-contractors or anyone directly or indirectly employed by them, the Contractor shall, prior to harmful exposure of anyone on the site to such substance, give written notice of the chemical composition thereof to the O/CM in sufficient detail and time to permit compliance with such laws by the O/CM, other Contractors and other employers on the site.

4.3.3 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 report the condition to the O/CM in writing. When the material or substance has been rendered harmless, the Contractor's Work in the affected area shall resume upon written agreement of the O/CM and Contractor.

4.4 CLEANING UP

4.4.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Agreement. The Contractor shall not be held responsible for unclean conditions caused by other Contractors.

4.4.2 As provided under Subparagraph 3.3.2, if the Contractor fails to clean up the Contractor's work area, the O/CM may charge the Contractor for the Contractor's appropriate share of cleanup costs.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner, Architect and Construction Manager that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work of this Contract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

4.5.2 Contractor certifies and warrants that the Work performed under this Agreement (including any materials, equipment or software furnished) shall be "Year 2000 Compliant" (as defined below), and will not abruptly fail or provide invalid or incorrect results, before, on, and after January 1, 2000. For purposes hereof, the Work is not

“Year 2000 Compliant” if any one or more of the following properties or capabilities is lacking: (i) execution of calculations in dates with a four-digit year; (ii) functionality to support four-digit year processing; (iii) interfaces and reports that support four-digit year processing; (iv) successful transition, without human intervention, into the year 2000, in the correct system date; (v) after transition to the year 2000, continued processing with a four-digit year without human intervention; (vi) correct calculation of leap year; and (vii) provision of correct results in forward and backward data calculations spanning century boundaries, including the conversion of previous years currently stored as two digits. At O/CM’s request and upon reasonable notice, Contractor shall provide evidence sufficient to demonstrate adequate testing of the Work to meet the foregoing requirements.

4.6 INDEMNIFICATION

4.6.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the O/CM, 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, attorney’s fees, arising out of or resulting from performance of the Contractor’s Work under this Agreement, but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor’s Subcontractors, 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 otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 4.6.

4.6.2 In claims against any person or entity indemnified under this Paragraph 4.6 by an employee of the Contractor, the Contractor’s Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor’s Subcontractors under workers’ compensation acts, disability benefit acts or other employee benefit acts.

4.7 REMEDIES FOR NONPAYMENT

4.7.1 If the Owner does not pay the Contractor through no fault of the Contractor within seven (7) days from the time payment should be made as provided in this Agreement, the Contractor may, without prejudice to any other available remedies, upon seven (7) additional days’ written notice to the Construction Manager, stop performing the Work of this Agreement until payment of the amount owing has been received. The Contract Sum shall, by appropriate adjustment, be increased by the amount of the Contractor’s reasonable costs of demobilization, delay and remobilization.

4.7.2 Unless otherwise provided, all materials shipped to the job site in performance of this Agreement shall be shipped F.O.B. job site. In the event of claims by carriers against O/CM for shipping costs, O/CM shall be entitled to pay such claims and deduct the amount of the claims from the Contract Sum.

ARTICLE 5. CHANGES IN THE WORK

5.1 The Owner may make changes in the Work by issuing modifications to the Contract Documents as defined at paragraph 1.1.1 of the General Conditions. Upon receipt of such a Modification issued subsequent to the execution of the Agreement, the O/CM shall promptly notify the Contractor of the Modification. Unless otherwise directed by the O/CM, the Contractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Contract Documents.

5.2 The Contractor may be ordered in writing by the O/CM, without invalidating this Agreement, to make changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions, including those required by Modifications to the Agreement issued subsequent to the execution of this Agreement, the Contract Sum and the Contract Time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the O/CM written copies of a claim for adjustment to the Contract Sum and Contract Time Documents as defined at paragraph 8.1.1 of the General Conditions for such revised Work in a manner consistent with requirements of the Contract Documents.

5.3 The Contractor shall make all claims promptly to the O/CM for additional cost, extensions of time and damages for delays or other causes in accordance with the Contract Documents

ARTICLE 6. MEDIATION AND OTHER DISPUTE RESOLUTION

6.1 MEDIATION

6.1.1 Any claim arising out of or related to this Agreement, except claims as otherwise provided in subparagraph 4.1.5 and except those waived in this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and the American Arbitration Association. The request may be made concurrently with the filing of a legal or equitable proceeding but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2 OTHER DISPUTE RESOLUTION

6.2.1 Contractor shall be bound by all decisions, interpretations, findings of fact or law, whether express, implied, interim, or final (Decisions) arising out of the claim and dispute resolution processes set forth in the Contract Documents to the extent: (1) such decisions relate to or affect the Work or services subcontracted to Contractor; or (2) any claim by Owner against Construction Manager involves the performance of Contractor, or (3) any claim of Contractor gives rise to a claim by Construction Manager against Owner.

6.2.2 To the extent Contractor will be bound as set forth above, O/CM consents to Contractor's participation (and joinder if requested) in such claim or dispute resolution process, and Contractor may appeal (in the event Contractor has been joined as a party), or request O/CM to appeal, any decision pursuant to the claim or dispute resolution procedure of the Contract Documents. Contractor and O/CM shall individually bear the costs associated with their own claims in such appeal. A party will follow the other party's directions regarding the other party's claims, unless such directions adversely affect the party's own claims. In that event the parties will agree on how to proceed. Each party will give the other party reasonable assistance.

6.2.3 Contractor consents to joinder in any dispute or claim resolution process under the Contract Documents.

6.2.4 Any claim or dispute not involving this Agreement or waived in this Agreement shall be subject to litigation unless the parties agree otherwise. Prior to litigation, the parties shall endeavor to resolve claims and disputes by mediation.

6.2.5 Unless otherwise agreed in writing, the Contractor shall maintain its progress during any dispute proceeding.

6.2.6 This Article shall survive completion or termination of the Contract. All references to arbitration in the Contract Documents are deleted.

ARTICLE 7. TERMINATION, SUSPENSION OR ASSIGNMENT OF THE AGREEMENT

7.1 TERMINATION BY THE O/CM

7.1.1 Refer to subparagraph 3.4.1.

7.1.2 If the Owner terminates the Construction Manager's Agreement for the Owner's convenience, the Construction Manager shall deliver written notice to the Contractor.

7.1.3 Upon receipt of written notice of termination for convenience, the Contractor shall:

7.1.3.1 Cease operations as directed by the O/CM in the notice;

7.1.3.2 Take actions necessary, or that the O/CM may direct, for the protection and preservation of the Work; and

7.1.3.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

7.1.4 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed to the extent such costs, overhead and profit are recovered from the Owner.

7.2 ASSIGNMENT OF THE CONTRACT

7.2.1 In the event of termination of the Construction Manager's Agreement by the Owner, the Construction Manager may assign the Construction Manager's interest in this Agreement to the Owner, with the Owner's agreement, subject to the provisions of the Construction Manager's Agreement and to the prior rights of the surety, if any, obligated under bonds relating to the Construction Manager's Agreement. In such event, the Owner shall assume the Construction Manager's rights and obligations under the Contract Documents. If the Work of the Construction Manager's Agreement has been suspended for more than thirty (30) days, the Contractor's compensation shall be equitably adjusted.

7.2.2 The Contractor shall not assign the Work of this Agreement without the written consent of the Owner and the Construction Manager, nor subcontract the whole of this Agreement without the written consent of the Construction Manager, nor further subcontract portions of this Agreement without written notification to the Construction Manager. All Sub-subcontracts or Purchase Orders shall allow assignment to the O/CM in the event of termination for cause.

7.2.3 The Contractor shall not assign any of the funds to be received under or through this Agreement unless such Assignment has the written approval of the O/CM. In order to be so approved, any such assignment shall include the following language: "It is agreed the funds to be paid to the Assignee under this Assignment are subject to satisfactory performance of the Agreement under which this Assignment is made ("this Agreement") by the Assignor ("the Contractor") and subject to payment of all invoices, bills, claims, or liens for services rendered or materials supplied for the performance of any portion of the Work called for in this Agreement with O/CM or any other Contract between O/CM and Contractor. O/CM reserves the right to set-off against any funds which may be due Contractor by O/CM or funds to be paid the Assignee the amount of a claim or liens arising under or through this or any other Agreement with the Contractor.

ARTICLE 8. THE WORK OF THIS AGREEMENT

8.1 The Contractor shall execute the following portion of the Work described in the Contract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

See Appendix "A".

ARTICLE 9. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

9.1 The Work of this Agreement shall be commenced and completed pursuant to the schedule of construction developed by the Construction Manager as may be amended from time to time.

9.2 The Work of this Agreement shall be substantially completed not later than as required by the Contract Documents, subject to adjustments of this Contract Time as provided in the Contract Documents.

9.3 With respect to the obligations of both the O/CM and the Contractor, time is of the essence of this Agreement

9.4 No extension of time will be valid without the O/CM's written consent after claim made by the Contractor in accordance with Paragraph 5.3.

ARTICLE 10. CONTRACT SUM

10.1 Upon approval by the Construction Manager, the Owner shall pay the Contractor in current funds for performance of the Agreement the Contract Sum set forth in Appendix "A", subject to additions and deductions as provided in the Contract Documents. The Contract Sum includes all applicable taxes, except those taxes eligible for exemption through use of Owner's tax exemption.

10.2 The Contract Sum is based upon the alternates, if any, which are described in the Contract Documents and have been accepted by the O/CM, as identified in Appendix "A".

10.3 Unit prices, if any, are listed in Appendix "D".

10.4 A request for payment for a change in the Work will not be honored unless such change in the Work was authorized in writing by the O/CM.

ARTICLE 11. PROGRESS PAYMENTS

11.1 Based upon applications for payment submitted to the Construction Manager by the Contractor, corresponding to applications for payment submitted by the Construction Manager to the Architect and Owner, 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.

11.2 The period covered by each application for payment shall be one (1) calendar month ending on the last day of the month.

11.3 Provided an application for payment is received by the Construction Manager not later than the twenty-fifth (25th) day of the month the Architect certifies payment, the Owner shall make payment to the Supplier, less applicable retainage, not later than the last day of the following month..

11.4 If an application for payment is received by the O/CM after the application date fixed above, the Contractor's Work covered by it shall be included by the O/CM in the next application for payment submitted to the Architect.

11.5 Each application for payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Contractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the O/CM may require. This schedule, unless objected to by the O/CM, shall be used as a basis for reviewing the Contractor's Applications for Payment. A copy of a request for payment and lien waiver form will be given to the Contractor before work is to start.

11.6 Applications for Payment submitted by the Contractor shall indicate the percentage of completion of each portion of the Contractor's Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by each Contractor and/or Supplier on account of that portion of the Work for which the O/CM has made or intends to recommend actual payment prior to the next Application for Payment by (b) the share of the Cost of the Work allocated to that portion of the Work in the schedule of values.

11.7 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

11.7.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Contractor's Work by the share of the total Contract Sum allocated to that portion of the Contractor's Work in the schedule of values, less the retainage indicated below. Pending final determination of cost to the O/CM of changes in the Work which have been properly authorized by the O/CM, amounts not in dispute shall be included to the same extent provided in this Agreement, even though the Contract Sum has not yet been adjusted;

11.7.1.1 Not less than ten percent (10%) retainage shall be withheld from each progress payment until the completion of fifty percent (50%) of the Work. Retainage shall be not less than five percent (5%) for the last fifty percent (50%) of the Work;

11.7.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Contractor for subsequent incorporation in the Contractor's Work or, if approved by the O/CM, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by this Agreement to be applied to such materials and equipment in the O/CM's application for payment;

11.7.3 Subtract the aggregate of previous payments made by the Owner; and

11.7.4 Subtract amounts, if any, calculated under subparagraph 11.7.1 or 11.7.2 which are related to the Work of the Contractor for which the Architect or Owner's Representative has withheld or nullified, in whole or in part, a certificate of payment for a cause which is the fault of the Contractor.

11.8 Upon the partial or entire disapproval by the Construction Manager of the Contractor's application for payment, the Construction Manager shall provide written notice to the Contractor. When the basis for the disapproval has been remedied and the Construction Manager has certified such remediation to the Owner, the Owner shall pay the Contractor the amounts withheld.

11.9 SUBSTANTIAL COMPLETION

11.9.1 When the Contractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of this Agreement, the Construction Manager shall, upon application by the Contractor, make prompt Application for Payment for such Work. Within thirty (30) days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Owner shall make payment to the Contractor, deducting from such payment any portion of the funds for the Contractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Contractor, as determined by the Construction Manager.

ARTICLE 12. FINAL PAYMENT

12.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents, and the Architect has issued to the Owner a certificate for payment, approved by the Construction Manager, covering the Contractor's completed Work.

12.2 Before issuance of the final payment, the Contractor, if required, shall submit evidence satisfactory to the O/CM that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Contractor's Work have been satisfied. Before final payment can be made, Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, must be received from the State of Nebraska Department of Labor certifying that the Contractor has paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion.

12.3 Final payment does not relieve the Contractor for compliance with the Contract Documents nor indicate acceptance of non-conforming work.

ARTICLE 13. INSURANCE AND BONDS

13.1 The Contractor shall purchase and maintain insurance of the types of coverage and limits of liability required by Modified General Conditions Article 11 (coverage furnished by Contractor).

13.2 Coverages, written on an occurrence basis, shall be maintained without interruption from date of commencement of the Contractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Contractor.

13.3 Certificates of insurance acceptable to the O/CM shall be filed with the Construction Manager prior to commencement of the Contractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Construction Manager. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to the Contractor's information and belief.

13.4 The O/CM shall furnish to the Contractor satisfactory evidence of insurance required of the O/CM under the O/CM's Agreement.

13.5 Performance Bond and Payment Bond. The Contractor shall as required by Neb. Rev. Stat. § 52-118 furnish such payment bonds, as necessary, and bonds covering faithful performance of the Agreement and payment of obligations arising thereunder with minimum Best Rating "A". Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

13.6 PROPERTY INSURANCE

13.6.1 See, General Conditions, Article 11.

13.7 WAIVERS OF SUBROGATION

13.7.1 The O/CM and Contractor waive all rights against (1) each other and any of their Contractors, Subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their Contractors, Subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Construction Manager's Agreement, if a similar waiver is provided in the Contract Documents, or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Contractor shall require of the Contractor's Subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity who would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Contractor shall be responsible for payment of the deductible, if any, in the event of an insured loss arising out of Contractor's Work.

ARTICLE 14. TEMPORARY FACILITIES AND WORKING CONDITIONS

14.1 Temporary facilities, equipment and services shall be furnished as required in the Contract Documents.

14.2 Specific working conditions:

14.2.1 The Contractor hereby acknowledges that there may be certain collective bargaining agreements with various union crafts, which agreements may affect the Work of Contractors, including Contractor, while working on this

Project. Contractor agrees that, to the extent any such agreement is applicable to Work performed by the Contractor, the Contractor shall take all steps necessary to comply with the Contractor articles or other applicable provisions of any such collective bargaining agreements. If any portion of Contractor's Work is further subcontracted, Contractor shall require its lower subcontractors to be bound by and observe all terms and provisions of such collective bargaining agreements to the same extent as is hereby required of the Contractor.

14.2.2 Contractor agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of the Construction Manager, the Contractor, the Owner, or any other Contractor or person, the Contractor will, contingent upon Construction Manager providing a picket-free entrance, continue to perform the Work required herein without interruption or delay. O/CM shall have no obligation to provide a picket-free entrance should such labor activity be directed at Contractor. In the event the Contractor fails to continue performance of the Work without interruption or delay because of such picket or other form of labor dispute, the O/CM may terminate the Agreement after giving forty-eight (48) hours' written notice of an intent to do so, or the O/CM may invoke any of the rights set forth elsewhere in this Agreement

14.2.3 The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex or national origin, as prohibited by the Nebraska Fair Employment Practice Act. The Contractor hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Agreement shall be a material breach of the Agreement

14.2.4 The Contractor shall make payment to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. § 48-601, et. seq. (Reissue 1998), as amended, on wages paid to individuals employed in the performance of the Agreement, before final payment may be made on the final three percent (3%) of this Agreement, Contractor and shall provide the O/CM with written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Agreement have been made by the Contractor to the Unemployment Fund.

14.2.5 Project work hours shall be established by the O/CM.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 Where reference is made in this Agreement to a provision of another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

15.2 The Contractor agrees to perform and be responsible for all design and engineering services required by the Contract Documents to be performed by the Contractor for its scope of Work; however, Contractor shall not be required to perform or be responsible for design or engineering services provided by others under contract with the O/CM. Contractor agrees to defend, indemnify, and hold harmless O/CM from and against any claim, damage, loss, or expense, including attorneys' fees, resulting from Contractor's performance of design and engineering services.

15.3 The Contractor agrees to comply with the provisions of any applicable local, state, or federal ordinance, regulation, statute, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

15.4 The risk of loss for materials and equipment provided under this Agreement, whether in a deliverable state or otherwise, shall remain with the Contractor until delivered to the job site and incorporated into the Work. Any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Contractor, notwithstanding the manner in which the material or equipment is shipped or who pays the freight or other transportation costs.

15.5 The O/CM, and Contractor waive claims against each other for consequential damages arising out of or relating to this Agreement including, without limitation, any consequential damages due to either party's termination in accordance with Article 7.

15.6 Verification of Immigration Status

15.6.1 The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

ARTICLE 16. ENUMERATION OF CONTRACT DOCUMENTS

16.1 See paragraph 1.1 above.

CONCLUSION

This Agreement, including the Contract Documents incorporated herein, shall be binding upon and inure to the benefit of the O/CM and the Contractor and their respective successors and assigns.

IN WITNESS WHEREOF, the O/CM and Contractor have affixed their signatures effective on the date first written above.

LANCASTER COUNTY SCHOOL DISTRICT NO. 55-0001, A/K/A LINCOLN PUBLIC SCHOOLS, A Political Subdivision of the State of Nebraska, Owner,

By _____
Associate Superintendent of Business Affairs, or
Authorized Designee

HAMPTON COMMERCIAL CONSTRUCTION, INC.,
Construction Manager

By _____
Bob Caldwell, President

ATTEST:

Corporate Secretary

[INSERT NAME OF CONTRACTOR], Contractor

By _____
[President of Contractor], President

ATTEST:

Corporate Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Personally appeared before me the above-named _____, known to me to be the same person who executed the foregoing Agreement and the same person who acknowledged and represented to me that he/she is the Associate Superintendent of Business Affairs, or his authorized designee, of the Lancaster County School District 55-0001, also known as Lincoln Public Schools, a Political Subdivision of the State of Nebraska, and that he/she is authorized to execute the foregoing Agreement on behalf of the above-named political subdivision.

SUBSCRIBED and sworn to before me on _____, 2012.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Personally appeared before me the above-named Bob Caldwell, known to me to be the same person who executed the foregoing Agreement and the same person who acknowledged and represented to me that he is the President of Hampton Commercial Construction, Inc., and that he is authorized to execute the foregoing Contractor Agreement on behalf of the above-named corporation.

SUBSCRIBED and sworn to before me on _____, 2012.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Personally appeared before me the above-named _____, known to me to be the same person who executed the foregoing Contractor Agreement and the same person who acknowledged and represented to me that he is the _____, and is the authorized representative of _____, and that he is authorized to execute the foregoing Contractor Agreement on behalf of the above-named _____.

SUBSCRIBED and sworn to before me on _____, 2012.

Notary Public

SUPPLIER/MATERIALMAN AGREEMENT WITH THE CONSTRUCTION MANAGER AND OWNER FOR
THE CONSTRUCTION OF NEW FACILITIES¹

THIS AGREEMENT is made this _____ day of _____, 2012 by and between the LANCASTER COUNTY SCHOOL DISTRICT 55-0001 also known as LINCOLN PUBLIC SCHOOLS, a Political Subdivision of the State of Nebraska, hereinafter called the "Owner", having a business address of 5901 O Street, Lincoln, Nebraska. 68510, (402) 436-1000, hereinafter called the "Owner", and Hampton Commercial Construction, Inc., 701 Union Drive, Suite 100, Lincoln, Nebraska 68516, (402) 489-8858, hereinafter called the "Construction Manager", or collectively referred to as "Owner/Construction Manager" ("O/CM"), parties of the first part to this Supplier Agreement for the School Facilities Project of the Lincoln Public Schools, (hereinafter referred to as "Agreement."), and _____ with a business address of _____, hereinafter referred to as a "Contractor", the construction of certain improvements to educational facilities of the Lincoln Public Schools (hereinafter generally referred to as the "Project" and described specifically at Section 2 below), party of the second part to this Agreement

INTRODUCTORY PROVISIONS

WITNESSETH, that the O/CM and the Contractor for the consideration hereinafter stated agree as follows:

Section 1. The Project. The Project to which this Contract is applicable is the new LPS Administraion District Office ("LPSDO"), located at 5901 "O" Street, Lincoln, Nebraska.

Section 2: The Work. Contractor shall furnish construction services, including labor and material, in connection with the Project, such work and services being specifically described on Appendix "A", attached hereto and incorporated herein by this reference (hereinafter called "the Work").

Section 3. Project Architect. The Architect and Engineers for the Project is to be Sinclair Hille Architects, 700 Q Street, Lincoln, Nebraska 68508, telephone (402) 476-7331, hereinafter called the "Architect".

Section 4. Binding Effect. This Agreement, including the Contract Documents incorporated herein, shall be binding upon and inure to the benefit of the O/CM and the Supplier, and their respective successors and assigns.

Section 5. Schedule of the Work: NOTICE: THE WORK IS SUBJECT TO, AND SHALL BE COMPLETED ACCORDING TO, THE SCHEDULE ESTABLISHED BY THE CONSTRUCTION MANAGER AND APPROVED BY THE OWNER. FOR PURPOSES OF THIS CONTRACT, TIME IS OF THE ESSENCE TO COMPLETE ALL WORK AND SERVICES PURSUANT TO SUCH SCHEDULE. THE CONTRACT BETWEEN THE CONSTRUCTION MANAGER AND OWNER REFERS TO A "GUARANTEED CRITICAL PATH METHOD SCHEDULE" (GCPMS). THE GCPMS SHALL BE FOR THE USE AND REFERENCE OF THE OWNER AND CONSTRUCTION MANAGER ONLY. THE GCPMS SCHEDULE SHALL NOT BE THE SCHEDULE OF THE WORK FOR THE PROJECT, AND SHALL NOT BE RELIED UPON IN ANY MANNER BY ANY SUPPLIER OR SUBSUPPLIER, OR MATERIALMAN OR SUPPLIER FOR THE WORK OF THE PROJECT.

The O/CM and Supplier agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS.

1.1 The Contract Documents for the Project incorporated into and made a part of this Agreement shall consist of the following:

¹ The source document for this agreement is AIA Document A401 - 1997, and is used on this Project under the license issued by the American Institute of Architects to the Project Legal Counsel, Perry, Guthery, Haase & Gessford, P.C., L.L.O. The document has been modified for use by political subdivisions subject to the requirements of Neb. Rev. Stat. § 73-101, et. seq., and other Nebraska laws.

- (a) This Supplier Agreement and modifications thereto issued subsequent to the execution of said Supplier Agreement;
- (b) AIA Document A201/CMa™ - 1992, General Conditions of the Contract for Construction where the Construction Manager is NOT a Constructor, 1992 Edition, Appendix "B" attached hereto;
- (c) Supplier bond of the Supplier;
- (d) Any amendments or modifications of this Agreement made after execution of this Agreement;
- (e) The Project Drawings and Specifications and related accounting and construction documents;
- (f) The Supplier's bid proposal and presentation materials; provided, that in the event any provision of such proposal is in conflict with any provision of the other Contract Documents listed in this section, the provision in such other Contract Document shall control; and
- (g) The CM Organizational Chart attached hereto as Appendix "C"; and,
- (h) Owners builders risk policy insurance certificate with level of Owner's deductible under such policy per Appendix "B", General Conditions of the Contract for Construction, Section 11.3.1.3.

All of the foregoing are as fully a part of the Supplier Agreement as if attached hereto or repeated herein. The Supplier Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

1.2 Except to the extent of a conflict with a specific term or condition contained in the Contract Documents, the General Conditions governing this Agreement shall be the General Conditions described in paragraph 1.1(b) above.

1.3 The Supplier Agreement may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Supplier, or (2) between any persons or entities other than the O/CM and Supplier.

1.4 The Supplier shall be furnished copies of the Contract Documents upon request, but the O/CM may charge the Supplier for the reasonable cost of reproduction.

ARTICLE 2. RIGHTS AND RESPONSIBILITIES

2.1 The Construction Manager may require the Supplier to enter into agreements with Sub-Suppliers performing portions of the Work of this Supplier by which the Supplier and the Sub-Supplier are mutually bound, to the extent of the Work to be performed by the Sub-Supplier, assuming toward each other all obligations and responsibilities which the Construction Manager and Supplier assume toward each other and having the benefit of all rights, remedies and redress each against the other which the O/CM and Supplier have by virtue of the provisions of this Agreement.

2.2 The Supplier shall certify, warrant and represent to the O/CM that their bids is based on a full and complete examination of the Construction Documents, including as determined necessary site examination; and that all statements, facts and representations made in all submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by the O/CM in considering the firm's bid. The Supplier by execution of the agreement represents that it understands that it is the Supplier's responsibility to immediately provide updated and correct information if any of the information changes at any time. Any omission, falsification or misrepresentation made by the Supplier in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ the Supplier or terminate any contract with the O/CM. The Supplier by entering into this Agreement with the School District/Owner consents and agrees to comply at all times with all O/CM policies, regulations, directives, and practices.

2.3 The Supplier by execution of this Agreement certifies that the Supplier is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business Subcontractors, and does not discriminate against any employee or applicant for employment or Subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. By submitting a bid and by execution of this agreement, the Supplier agrees to actively continue and implement this policy throughout any awarded project.

2.4 The Supplier by execution of this Agreement agrees that the Supplier shall not assign any individual or agent to any work on any portion of the project with a criminal record of a serious nature as defined by the O/CM's policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Supplier shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

ARTICLE 3. CONSTRUCTION MANAGER

3.1 SERVICES PROVIDED BY THE CONSTRUCTION MANAGER

3.1.1 The Construction Manager shall cooperate with the Supplier in scheduling and performing the Construction Manager's Work to avoid conflicts or interference in the Supplier's Work and shall expedite written responses to submittals made by the Supplier in accordance with Paragraph 4.1 and Article 5. As soon as practicable after execution of this Agreement, the Construction Manager shall provide the Supplier copies of the Construction Manager's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Supplier to plan and perform the Supplier's Work properly. The Supplier shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.2 COMMUNICATIONS

3.2.1 The Construction Manager shall promptly make available to the Supplier information, including information received from the Owner, which affects this Supplier Agreement and which becomes available to the Construction Manager subsequent to execution of this Supplier Agreement.

3.2.2 The Construction Manager shall not give instructions or orders directly to the Supplier's employees or to the Supplier's Sub-Suppliers or material suppliers unless such persons are designated as authorized representatives of the Supplier.

3.2.3 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Construction Manager, a Supplier or anyone directly or indirectly employed by them (other than the Supplier), the Construction Manager shall, prior to harmful exposure of the Supplier's employees to such substance, give written notice of the chemical composition thereof to the Supplier in sufficient detail and time to permit the Supplier's compliance with such laws.

3.2.4 If the Construction Manager asserts or defends a claim against the Owner which relates to the Work of the Supplier, the Construction Manager shall make available to the Supplier information relating to that portion of the claim which relates to the Work of the Supplier.

3.3 CLAIMS BY THE CONSTRUCTION MANAGER

3.3.1 Damages for delay shall be assessed against the Supplier only to the extent caused by the Supplier or any person or entity for whose acts the Supplier may be liable, and in no case for delays or causes arising outside the scope of this Supplier Agreement.

3.3.2 The Construction Manager's claims for services provided the Supplier shall require:

3.3.2.1 Prior written notice except in an emergency;

3.3.2.2 Written compilations to the Supplier of services and materials provided and charges for such services and materials no later than the fifteenth (15th) day of the following month.

3.4 OWNER/CONSTRUCTION MANAGER'S REMEDIES

3.4.1 Should the Supplier at any time: (1) refuse or neglect to supply materials of the proper quality; (2) fail in any respect to deliver equipment or materials with promptness and diligence; (3) upon the filing by the Supplier, or the filing against Supplier, in any court pursuant to any statute of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or a trustee of all or a portion of Supplier's property or upon assignment by the Supplier of the Work or funds due under or through this Contract; or, (4) fail in performance of any of the covenants contained herein; and fail to correct such default or neglect with diligence and promptness within three (3) days after written notice from the O/CM, then the O/CM may, without additional written notice and without prejudice to any other remedy, either:

(a) provide, through a substitute Supplier, materials, equipment or other services as is required by this Supplier Agreement and deduct the cost thereof from any money then due or thereafter to become due to the Supplier under this Supplier Agreement; or,

(b) terminate this Supplier Agreement and enter upon the premises and take possession for the purpose of completing the delivery of equipment and materials under this Supplier Agreement of all materials, tools and appliances thereon, and to employ any other person or persons to provide the equipment and materials required under this Supplier Agreement.

The Owner/Construction Manager shall be entitled to recover all of its expenses under this paragraph, including all labor, materials, services (whether by Construction Manager or others) and any other cost (including attorneys' fees) or damages incurred as a result of Supplier's default. If such expense exceeds the unpaid balance of the amount to be paid under this Supplier Agreement, the Supplier shall pay the difference to the O/CM on demand. If this Supplier is terminated, the Supplier shall not be entitled to receive any further payment under this Supplier Agreement until all equipment and materials have been delivered and the Work is complete.

3.4.2 If at any time there shall be evidence of any invoice, bill, lien or claim arising from Supplier's operations under this Supplier Agreement or any other agreement between the parties ("claim") for which the Construction Manager, the Owner, a surety, or any property might be or become liable or subject to, the Construction Manager shall have the right to retain out of any payment then due or thereafter to become due the Supplier, an amount sufficient to discharge such claim and reimburse the Construction Manager, Owner, and surety for all costs and expenses (including attorneys' fees) in connection with such claim. If the Supplier has failed to resolve a claim or provide a bond to protect the Owner, the Construction Manager and any surety against such claim within thirty (30) days after written notice, the Construction Manager, the Owner or a surety shall have the right to make payment on such claim out of funds due or to become due the Supplier. If no such funds are available, the Supplier shall indemnify the Construction Manager, the Owner and surety for all amounts any of them have in good faith paid in discharging any claim, including any associated costs and expenses (including attorneys' fees).

ARTICLE 4. SUPPLIER

4.1 EXECUTION AND PROGRESS OF THE WORK

4.1.1 The Construction Manager shall cooperate with the Supplier in scheduling and performing the Supplier's delivery of such equipment and materials to avoid conflict, delay in or interference with the Work of the Construction Manager, other Suppliers or Owner's own forces.

4.1.2 The Supplier shall promptly furnish and deliver to the Project the equipment and material listed on Appendix "A" attached hereto, in such sequence as to cause no delay in the Work or in the activities of the Construction Manager or other Suppliers or Contractors.

4.1.3 The Supplier shall furnish to the Construction Manager periodic progress reports on the provision of equipment and materials as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

4.1.4 The Supplier agrees that the Construction Manager and the Architect will each have the authority to reject equipment and/or materials supplied by the Supplier which do not conform to the Contract Documents for the Project. The Architect's decisions on matters relating to aesthetic effect of the Work shall be final and binding on the Supplier if consistent with the intent expressed in the Contract Documents for the Project.

4.1.5 The Supplier shall pay for all materials and equipment used in connection with the performance of this Supplier Agreement through the period covered by previous payments received from the Construction Manager or in accordance with the terms of such purchase agreements entered into by the Supplier, whichever is earlier.

4.1.6 The Supplier shall promptly submit shop drawings and samples as required in order to perform his work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Work of the Subcontractors or other Suppliers.

4.1.7 The Supplier shall take necessary precautions to protect properly the work, equipment or materials of other Suppliers or Subsuppliers from damage caused by operations under this Supplier Agreement. The risk of loss for materials and equipment provided by Supplier, whether in a deliverable state or otherwise, shall remain with the Supplier until delivered to the job site and actually received by the Construction Manager, and any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Supplier, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs. Unless otherwise provided, all materials shipped to the job site in performance of this Supplier Agreement shall be shipped prepaid. Failure to so ship and resultant claims by carriers against the Owner for said shipping costs shall result in payment by Owner for said charges and set-off against the Supplier Agreement amount.

4.1.8 The Supplier shall cooperate with the Construction Manager, other Suppliers or Subsuppliers and the Owner's own forces whose Work might interfere with the Supplier's delivery of equipment or materials. The Supplier shall participate in the preparation of coordinated drawings in areas of congestion, if required by Appendix "A" to this Supplier Agreement, specifically noting and advising the Construction Manager of potential conflicts between the delivery schedule of the Supplier and that of the Construction Manager, other Suppliers or the Owner's own forces.

4.1.9 The Supplier shall have a continuing duty to provide and update a list of Sub-Suppliers.

4.1.10 The Supplier recognizes that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to Construction Manager's schedule of the Work during the progress of construction. Supplier agrees that Construction Manager cannot guarantee Supplier will be able to start delivery of equipment and materials on any particular date or continue without interruption once started. Construction Manager will only be responsible for conditions solely within its control which cause Supplier manifestly unreasonable delay in the performance of its Work, provided Supplier gives immediate written notice of the delay to Construction Manager. The Supplier shall make all claims promptly to the Construction Manager for additional work, extensions of time, and damage for delays or otherwise, in accordance with the Subcontract Documents, and in any event, at least two (2) days prior to the date that the Construction Manager is required to submit a claim to Owner.

4.1.11 The Supplier agrees to comply with the provisions of Executive Order 11246, as amended by order 11357, and Title VII of the 1964 Civil Rights Act.

4.2 LAWS, PERMITS, FEES AND NOTICES

4.2.1 The Supplier shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Supplier. The Supplier shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper construction of the Work on the Project.

4.2.2 The Supplier shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Supplier.

4.3 WARRANTY

4.3.1 The Supplier warrants that all materials and/or equipment furnished by him to the Project shall be new unless otherwise specified, and that Work under this Agreement shall be of good quality, free from faults and defects and in conformance with the Subcontract Documents. All materials and/or equipment not conforming to these standards may be considered defective. Such warranty shall survive delivery and shall not be deemed waived either by reason of O/CM's acceptance of such materials or articles or by payment for them. Such warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents. The Supplier's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Supplier, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

4.3.2 Supplier, for itself and its subsuppliers, materialmen, consultants and vendors of all tiers, hereby certifies and warrants that all equipment and materials under this Supplier Agreement (including any materials, equipment, products, systems, components or software or other items which are obtained or procured for use in the Project by Supplier or its subsuppliers, materialmen, consultants or vendors of any tier, and are incorporated into and/or installed as part of the Project as part of the Work to be performed under this Supplier Agreement) shall accurately process date/time data (including, but not limited to, calculating, computing, comparing and sequencing) from, into, and between the 20th and 21st centuries, including the years 1999 and 2000 and leap year calculations without human intervention, and the Products will create, store, and generate output data related to or including these dates without errors or omissions (the foregoing being referred to collectively herein as "Year 2000 Compliant"). In the event that any of the Products are not, in fact, Year 2000 Compliant, the Supplier will provide, at no additional cost or expense to O/CM, such releases, upgrades, repairs, and fixes as may be necessary to make each of the Products Year 2000 Compliant. For purposes hereof, the Work is not "Year 2000 Compliant" if any one or more of the following properties or capabilities is lacking: (i) execution of calculations in dates with a four-digit year, (ii) functionality to support four-digit year processing; (iii) interfaces and reports that support four-digit year processing, (iv) successful transition, without human intervention, into the year 2000, in the correct system date after transition to the year 2000, continued processing with a four-digit year without human intervention, (v) correct calculation of leap year, and (vi) provision of correct results in forward and a year, backward data calculations spanning century boundaries, including the conversion of previous years currently stored as two digits. At O/CM's request and upon reasonable notice, Supplier shall provide evidence sufficient to demonstrate adequate testing of the Work to meet the foregoing requirements.

4.4 REMEDIES FOR NONPAYMENT

4.4.1 If the O/CM does not pay the Supplier through no fault of the Supplier, within seven (7) days from the time payment should be made as provided in this Agreement, the Supplier may, without prejudice to any other available remedies, upon seven (7) additional days' written notice to the Construction Manager, stop the Work of this Supplier until payment of the amount owing has been received. The Supplier Agreement Sum shall, by appropriate adjustment, be increased by the amount of the Supplier's reasonable costs of demobilization, delay and remobilization.

4.4.2 Unless otherwise provided, all materials shipped to the job site in performance of this Supplier shall be shipped F.O.B. job site. In the event of claims by carriers against the O/CM for shipping costs, O/CM shall be entitled to pay such claims and deduct the amount of the claims from the Supplier Sum.

4.4.3 If at any time there shall be evidence of any invoice, bill, lien or claim in respect to this Agreement for which, if not paid by the Supplier, the O/CM of the Project premises might become liable, the O/CM shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such claim. If, within thirty (30) days, the Supplier has failed to resolve the claim for payment, or failed to provide a Bond to protect the O/CM against such claim, the O/CM shall have the right to make payment on such

claim out of funds of the Supplier. If no such funds are available, the Supplier shall refund to the O/CM all monies that the latter has in good faith paid in discharging any such claim.

ARTICLE 5. CHANGES IN THE WORK

5.1 The Owner may make changes in the Work by issuing Modifications to the Supplier Agreement. Upon receipt of such a Modification issued subsequent to the execution of the Supplier Agreement, they shall promptly notify the Supplier of the modification. Unless otherwise directed by the Construction Manager, the Supplier shall not thereafter order and deliver equipment and materials which would be inconsistent with the changes made by the modifications to the Supplier Agreement.

5.2 The Supplier may be ordered in writing by the Construction Manager, without invalidating this Supplier Agreement, to make changes in the Work within the general scope of this Supplier Agreement consisting of additions, deletions or other revisions, including those required by modifications to the Supplier Agreement issued subsequent to the execution of this Agreement, the Supplier Agreement Sum and the Supplier Agreement Time being adjusted accordingly. The Supplier, prior to the commencement of such changed or revised Work, shall submit promptly to the Construction Manager written copies of a claim for adjustment to the Supplier Agreement Sum and Supplier Agreement Time for such revised Work in a manner consistent with requirements of the Contract Documents.

5.3 The Supplier shall make all claims promptly to the Construction Manager for additional cost, extensions of time and damages for delays or other causes in accordance with the Contract Documents.

ARTICLE 6. MEDIATION

6.1 MEDIATION

6.1.1 Any claim arising out of or related to this Supplier Agreement, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in the Modified General Conditions and this Supplier Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing with the other party to this Supplier Agreement. The request may be made concurrently with the filing of a legal or equitable proceeding but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2 OTHER DISPUTE RESOLUTION

6.2.1 Supplier shall be bound by all decisions, interpretations, findings of fact or law, whether express, implied, interim, or final (Decisions) arising out of the claim and dispute resolution processes set forth in the Modified General Conditions and this Supplier Agreement to the extent: (1) such decisions relate to or affect the work or services to Supplier; or (2) any claim by Owner against Construction Manager involves the performance of Supplier, or (3) any claim of Supplier gives rise to a claim by Construction Manager against Owner. The initiation of claim or dispute resolution under the Modified General Conditions and this Supplier Agreement shall stay dispute resolution under this Agreement on any claim or issue related to the dispute under this Supplier Agreement.

6.2.2 To the extent Supplier will be bound as set forth above, O/CM consents to Supplier's participation (and joinder if requested) in such claim or dispute resolution process, and Supplier may appeal (in the event Supplier has been joined as a party), or request O/CM to appeal, any decision pursuant to the claim or dispute resolution procedure of

the Modified General Conditions and this Supplier Agreement. Supplier and O/CM shall individually bear the costs associated with their own claims in such appeal. A party will follow the other party's directions regarding the other party's claims, unless such directions adversely affect the party's own claims. In that event the parties will agree on how to proceed. Each party will give the other party reasonable assistance.

6.2.3 Supplier consents to joinder in any dispute or claim resolution process under the Modified General Conditions and this Supplier Agreement.

6.2.4 Any claim or dispute not involving this Supplier Agreement or waived in this Supplier Agreement shall be subject to litigation unless the parties agree otherwise. Prior to litigation, the parties shall endeavor to resolve claims and disputes by mediation.

6.2.5 Unless otherwise agreed in writing, the Supplier shall maintain its progress during any dispute proceeding.

6.2.6 This Article shall survive completion or termination of the Supplier. All references to arbitration in the Contract Documents are deleted.

ARTICLE 7. TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUPPLIER

7.1 TERMINATION BY THE OWNER OR CONSTRUCTION MANAGER

7.1.1 Refer to Subparagraph 3.4.1.

7.1.2 If the Owner terminates the Agreement for the Owner's convenience, the Construction Manager shall deliver written notice to the Supplier.

7.1.3 Upon receipt of written notice of termination for convenience, the Supplier shall:

7.1.3.1 Cease operations as directed by the Construction Manager in the notice;

7.1.3.2 Take actions necessary, or that the Construction Manager may direct, for the protection and preservation of the Work; and

7.1.3.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-Suppliers and purchase orders and enter into no further Sub-Suppliers and purchase orders.

7.1.4 In case of such termination for the Owner's convenience, the Supplier shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed to the extent such costs, overhead and profit are recovered from the Owner.

7.2 ASSIGNMENT OF THE SUPPLIER AGREEMENT

7.2.1 In the event of termination of the CMc Agreement by the Owner, the Construction Manager may assign the Construction Manager's interest in this Supplier Agreement to the Owner, with the Owner's agreement, subject to the provisions of this Supplier Agreement and to the prior rights of the surety, if any, obligated under bonds relating to this Supplier Agreement. In such event, the Owner shall assume the Construction Manager's rights and obligations under the Contract Documents. If the Work of this Supplier Agreement has been suspended for more than thirty (30) days, the Supplier's compensation shall be equitably adjusted.

7.2.2 The Supplier shall not assign the responsibilities of this Supplier Agreement without the written consent of the O/CM, nor subcontract the whole of this Supplier Agreement without the written consent of the O/CM, nor further Supplier portions of this Supplier Agreement without written notification to the O/CM. All Sub-Suppliers or Purchase Orders shall allow assignment to the Owner or Construction Manager in the event of termination for cause.

7.2.3 The Supplier shall not assign any of the funds to be received under or through this Supplier Agreement unless such Assignment has the written approval of the Owner and O/CM. In order to be so approved, any such assignment shall include the following language: "It is agreed the funds to be paid to the Assignee under this Assignment are subject to satisfactory performance of the Supplier under which this Assignment is made ("this Supplier Agreement") by the Assignor ("the Supplier") and subject to payment of all invoices, bills, claims, or liens for services rendered or materials supplied for the performance of any portion of the Work called for in this Supplier Agreement with O/CM or any other Supplier Agreement between O/CM and Supplier. O/CM reserves the right to set-off against any funds which may be due Supplier by O/CM or funds to be paid the Assignee the amount of a claim or liens arising under or through this or any other subcontract with the Supplier.

ARTICLE 8. THE WORK OF THIS SUPPLIER AGREEMENT

8.1 The Supplier shall provide the equipment and materials for the Project described in the Contract Documents, including all labor to accomplish such provision and such other services required to complete the Supplier's responsibilities under this Supplier Agreement, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Supplier, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted Alternates.)

See Appendix "A".

ARTICLE 9. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

9.1 The Work of this Supplier shall be commenced and completed pursuant to the schedule of construction developed by the O/CM as may be amended from time to time.

9.2 The Work of this Supplier shall be substantially completed not later than the construction schedule as required by the Contract Documents, subject to adjustments of this Supplier Agreement time as provided in the Contract Documents.

9.3 With respect to the obligations of both the O/CM and the Supplier, time is of the essence of this Supplier Agreement.

9.4 No extension of time will be valid without the O/CM's written consent after claim made by the Supplier in accordance with Paragraph 5.3.

ARTICLE 10. SUPPLIER AGREEMENT SUM

10.1 Upon approval by the Construction Manager, the Owner shall pay the Supplier in current funds for performance of the Supplier the Supplier Agreement Sum set forth in Appendix "D", subject to additions and deductions as provided in the Contract Documents. The Supplier Agreement Sum includes all applicable taxes, except those taxes eligible for exemption through use of the Owner's tax exemption.

10.2 The Supplier Agreement Sum is based upon the alternates, if any, which are described in the Contract Documents and have been accepted by the Owner and the Construction Manager, as identified in Appendix "D".

10.3 Unit prices, if any, are listed in Appendix "D".

10.4 A request for payment for a change in the Work will not be honored unless such change in the Work was authorized in writing by Construction Manager.

ARTICLE 11. PROGRESS PAYMENTS

11.1 Based upon applications for payment submitted to the Construction Manager by the Supplier, corresponding to applications for payment submitted by the Construction Manager to the Architect and Owner, and certificates for payment issued by the Architect, the Owner shall make progress payments on account of the Supplier Agreement Sum to the Supplier as provided below and elsewhere in the Contract Documents. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Supplier, nor shall create any fiduciary liability or tort liability on the part of the Supplier for breach of trust or shall entitle any person or entity to an award of punitive damages against the Supplier for breach of the requirements of this provision.

11.2 The period covered by each application for payment shall be one (1) calendar month ending on the last day of the month, or as follows:

11.3 Provided an application for payment is received by the Construction Manager not later than the twenty-fifth (25th) day of the month the Architect certifies payment, the Owner shall make payment to the Supplier, less applicable retainage, not later than the last day of the following month.

11.4 If an application for payment is received by the Construction Manager after the application date fixed above, the Supplier's Work covered by it shall be included by the Construction Manager in the next application for payment submitted to the Architect.

11.5 Each application for payment shall be based upon the most recent schedule of values submitted by the Supplier in accordance with the Contract Documents. The schedule of values shall allocate the entire Supplier Sum among the various portions of the Supplier's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager may require. This schedule, unless objected to by the Construction Manager, shall be used as a basis for reviewing the Supplier's Applications for payment.

11.6 Applications for payment submitted by the Supplier shall indicate the percentage of completion of each portion of the Supplier's Work as of the end of the period covered by the application for payment. The percentage complete shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by each Supplier on account of that portion of the Work for which the Construction Manager has made or intends to recommend actual payment prior to the next Application for Payment by (b) the share of the Cost of the Work allocated to that portion of the Work in the schedule of values.

11.7 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

11.7.1 Take that portion of the Supplier Agreement Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Supplier's Work by the share of the total Supplier Agreement Sum allocated to that portion of the Supplier's Work in the schedule of values, less the retainage indicated below. Pending final determination of cost to the Construction Manager of changes in the Work which have been properly authorized by the Construction Manager, amounts not in dispute shall be included to the same extent provided in this Supplier Agreement, even though the Supplier Sum has not yet been adjusted.

11.7.1.1 Not less than five percent (5%) retainage of the total Supplier Agreement Sum shall be withheld from each payment for delivery of Equipment and material until final payment pursuant to Article 12 of this Supplier Agreement.

11.7.2 Subtract the aggregate of previous payments made by the Owner; and

11.7.3 Subtract amounts, if any, calculated under Subparagraph 11.7.1 or 11.7.2 which are related to Work of the Supplier for which the Architect or Owner's Representative has withheld or nullified, in whole or in part, a certificate of payment for a cause which is the fault of the Supplier.

11.8 Upon the partial or entire disapproval by the Construction Manager or Architect of the Supplier's application for payment, the Construction Manager shall provide written notice to the Supplier. When the basis for the

disapproval has been remedied and the Construction Manager and Architect has certified such remediation to the Owner, the Owner shall pay the Supplier the amounts withheld.

11.9 SUBSTANTIAL COMPLETION

11.9.1 When the Supplier's Work or a designated portion thereof is substantially complete and in accordance with the requirements of this Supplier Agreement, the Construction Manager shall, upon application by the Supplier, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Construction Manager shall, to the full extent allowed in this Supplier Agreement, make application to the Owner for payment to the Supplier, deducting from such payment any portion of the funds for the Supplier's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Supplier. Such payment to the Supplier shall be the entire unpaid balance of the Supplier Agreement Sum if a full release of retainage is allowed under this Supplier Agreement for the Supplier's Work prior to the completion of the entire Project.

ARTICLE 12. FINAL PAYMENT

12.1 Final payment, constituting the entire unpaid balance of the Supplier Agreement Sum, shall be made by the Owner to the Supplier within thirty (30) days of when the Equipment and Material provided by the Supplier is certified by the Construction Manager and the Architect to meet the requirements of the Contract Documents for the Project.

12.2 Before issuance of the final payment, the Supplier, if required, shall submit evidence satisfactory to the Construction Manager that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Supplier's Work have been satisfied. Before final payment can be made, Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, must be received from the State of Nebraska Department of Labor certifying that the Supplier has paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion.

12.3 Final payment does not relieve the Supplier from compliance of contract document nor indicate acceptance of non-conforming work.

ARTICLE 13. BONDS

13.1 MATERIAL AND SUPPLIERS PAYMENT BOND. The Supplier shall, as required by Neb. Rev. Stat. § 52-118, furnish such payment bonds, as necessary, and bonds covering faithful performance of the Agreement and payment of obligations arising thereunder with minimum Best Rating "A". Bonds may be obtained through the Supplier's usual source and the cost thereof shall be included in the Agreement Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Agreement Sum.

ARTICLE 14. WORKING CONDITIONS

14.1 Supplier agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of the Construction Manager, the Supplier, the Owner, or any other Supplier or person, the Supplier will, contingent upon Construction Manager providing picket-free entrance, continue to perform the Work required herein without interruption or delay. Construction Manager shall have no obligation to provide a picket-free entrance should such labor activity be directed at Supplier. In the event the Supplier fails to continue performance of the Work without interruption or delay, because of such picket or other form of labor dispute, the Construction Manager may terminate the Supplier after giving forty-eight (48) hours written notice of an intent to do so, or the Construction Manager may invoke any of the rights set forth elsewhere in this Supplier Agreement.

14.2 The Supplier shall not discriminate against any employee or applicant for employment to be employed in the performance of the Supplier, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex or national origin, as prohibited by the Nebraska Fair Employment Practice Act. The

Supplier hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Supplier Agreement shall be a material breach of the Supplier.

14.3 The Supplier shall make payment to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. § 48-601, et. seq. (Reissue 1998), as amended, on wages paid to individuals employed in the performance of the Supplier, and before final payment may be made on the final three percent (3%) of this Agreement, Contractor shall provide the Construction Manager with written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Supplier have been made by the Supplier to the Unemployment Fund.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 Where reference is made in this Supplier Agreement to a provision of another Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

15.2 The Supplier agrees to perform and be responsible for all design and engineering services required by the Contract Documents to be performed by the Supplier for its scope of Work; however, Supplier shall not be required to perform or be responsible for design or engineering services provided by others under contract with O/CM. Supplier agrees to defend, indemnify, and hold harmless Owner and Construction Manager from and against any claim, damage, loss, or expense, including attorneys' fees, resulting from Supplier's performance of design and engineering services.

15.3 The Supplier agrees to comply with the provisions of any applicable local, state, or federal ordinance, regulation, statute, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

15.4 The risk of loss for materials and equipment provided under this Supplier Agreement, whether in a deliverable state or otherwise, shall remain with the Supplier until delivered to the job site and incorporated into the Work. Any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Supplier, notwithstanding the manner in which the material or equipment is shipped or who pays the freight or other transportation costs.

15.5 Verification of Immigration Status

15.5.1 The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CONCLUSION

This Agreement, including the Contract Documents incorporated herein, shall be binding upon and inure to the benefit of the Owner and the Construction Manager and their respective successors and assigns.

IN WITNESS WHEREOF, the Owner and Construction Manager have affixed their signatures effective on the date first written above.

LANCASTER COUNTY SCHOOL DISTRICT NO. 55-0001, A/K/A LINCOLN PUBLIC SCHOOLS, A Political Subdivision of the State of Nebraska, Owner

By _____
Associate Superintendent of Business Affairs, or
Authorized Designee

HAMPTON COMMERCIAL CONSTRUCTION, INC.,
Construction Manager

By _____
Bob Caldwell, President

ATTEST:

Corporate Secretary

[INSERT NAME OF SUPPLIER], SupplierMaterialman

By _____
[President of Supplier], President

ATTEST:

Corporate Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Personally appeared before me the above-named _____, known to me to be the same person who executed the foregoing SUPPLIER AGREEMENT and the same person who acknowledged and represented to me that he/she is the Associate Superintendent of Business Affairs, or authorized designee, of the Lancaster County School District 55-0001 also known as Lincoln Public Schools, a Political Subdivision of the State of Nebraska, and that he/she is authorized to execute the foregoing SUPPLIER AGREEMENT on behalf of the above-named political subdivision.

SUBSCRIBED and sworn to before me on _____, 2012.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Personally appeared before me the above-named Bob Caldwell, known to me to be the same person who executed the foregoing Agreement and the same person who acknowledged and represented to me that he is the President of Hampton Commercial Construction, Inc., and that he is authorized to execute the foregoing SUPPLIER AGREEMENT on behalf of the above-named corporation.

SUBSCRIBED and sworn to before me on _____, 2012.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

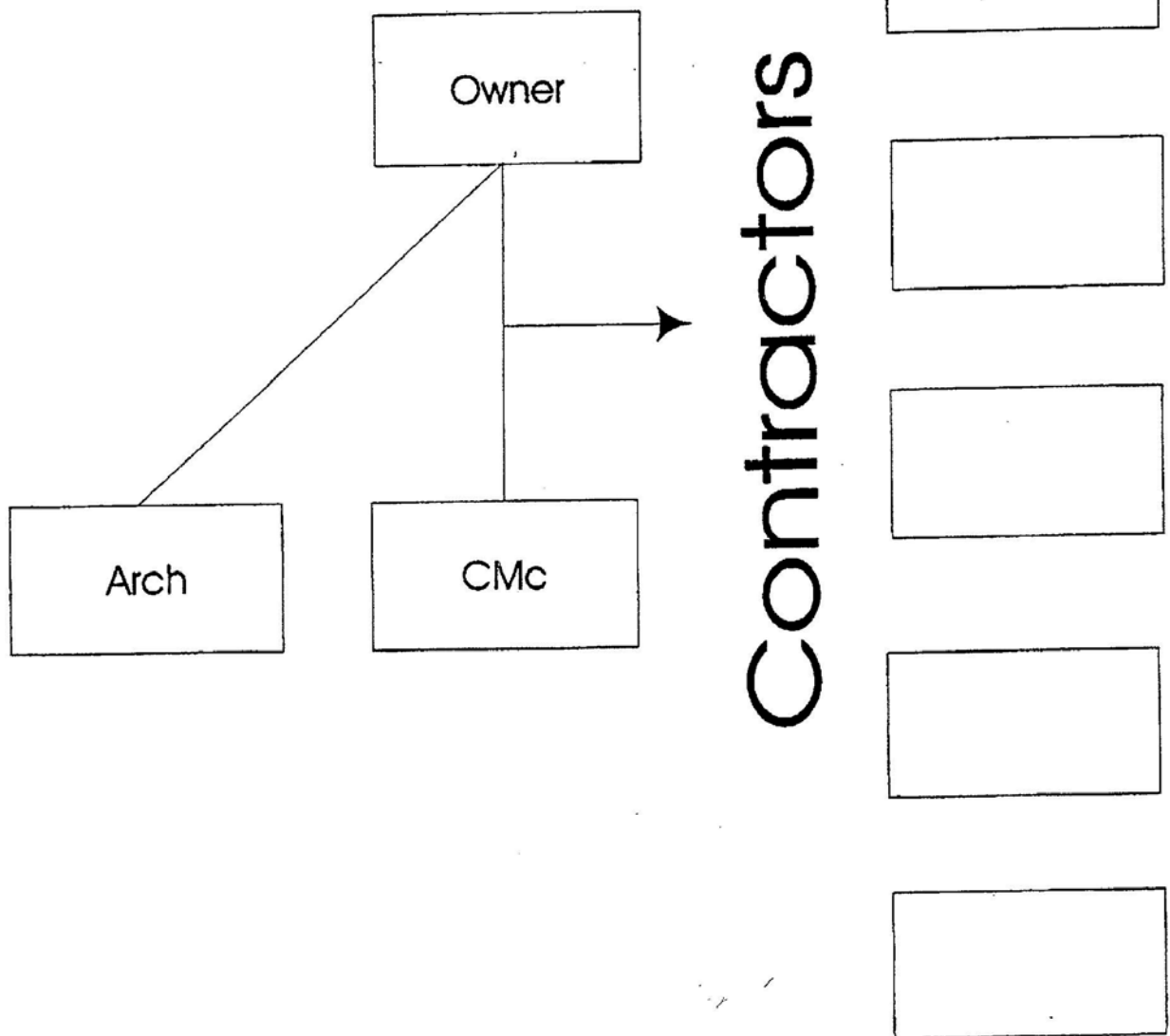
Personally appeared before me the above-named _____, known to me to be the same person who executed the foregoing SUPPLIER AGREEMENT and the same person who acknowledged and represented to me that he is the _____, and is the authorized representative of _____, and that he is authorized to execute the foregoing SUPPLIER AGREEMENT on behalf of the above-named _____.

SUBSCRIBED and sworn to before me on _____, 2012.

Notary Public

CMC – ORGANIZATIONAL CHART

CM as Constructor
A121/CMc-AGC56 As Modified



LINCOLN PUBLIC SCHOOLS
General Conditions of Contract for Construction – Construction Manager at Risk Construction
Delivery Method

PROJECT:

(Name and location or address and description):

Project location: 5901 "O" Street, Lincoln, Nebraska

Project description: LPS District Office
See Scope of Project Sheet, Appendix A

OWNER:

(Name and address):

Lancaster County School District 55-0001 a/k/a Lincoln Public Schools,
a political subdivision of the State of Nebraska,
PO Box 82889
Lincoln, NE 68501
Telephone Number: (402) 436-1000
hereinafter called "Owner".

THE CONSTRUCTION MANAGER:

(Name and address)

Hampton Commercial Construction, Inc.
701 Union Drive, Suite 100
Lincoln, Nebraska 68516
Telephone: (402) 489-8858
hereinafter called "Construction Manager".

THE ARCHITECT:

(Name and address):

Sinclair Hille Architects
700 Q Street
Lincoln, Nebraska 68508
Telephone: (402) 476-7331
hereinafter called the "Architect".

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE PARTIES

§ 1.1.1.1 THE OWNER

The "Owner" referred to in these General Conditions of Contract is the Lancaster County School District 55-0001, a/k/a Lincoln Public Schools (Owner), as the primary contracting party along with the Construction Manager to jointly contract with the Contractors for the construction of the Work. References to the District herein shall include the Board of Education and administration of the District.

§ 1.1.1.2 THE CONSTRUCTION MANAGER

The "Construction Manager" referred to in these General Conditions is Hampton Commercial Construction, Inc., the primary contracting party along with the Owner to jointly contract with the Contractors for the construction of the Work, and is responsible for all aspects of the construction of the Work, including but not limited to the bidding of

contracts with and the supervision and direction of all Contractors performing the Work of the Project, subject to paragraph 1.1.1.2.1 below.

§ 1.1.1.2.1 When the Construction Manager is the low bid for a contract, in which event the Construction Manager shall contract with the Owner for the work on such contract, and all references to relations between the Construction Manager and a Contractor or Subcontractor in these General Conditions shall apply to the relationship between the Owner and the Construction Manager with the Owner as Construction Manager and the Construction Manager as Contractor.

§ 1.1.1.3 THE CONTRACTOR OR CONTRACTORS

The "Contractor" or "Contractors" referred to in these General Conditions are contracted jointly with the Owner and Construction Manager, except for as provided in 1.1.1.2.1; such Contractors performing the actual construction of the Work under the Construction Manager's supervision and direction; a Contractor shall include the Construction Manager to the extent such construction manager is the low responsible bid for that portion of the Work subject to the subcontract.

§ 1.1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between the Construction Manager and Owner, Construction Manager and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. 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. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

§ 1.1.3 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract shall mean this contract between the Owner and Construction Manager (Owner/Construction Manager), jointly, and the Contractor, and represent the entire and integrated agreement between the Owner/Construction Manager and Contractor 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 (1) between the Architect and Contractor, (2) between the Architect and Construction Manager, (3) between the Construction Manager and/or Owner and a Subcontractor or Sub-subcontractor of a Contractor, or (4) between any persons or entities other than the Owner and Construction Manager, as party of the first part, and Contractor, as party of the second part. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.4 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.

§ 1.1.5 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors and by the Construction Manager and/or Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.6 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.7 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.8 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.9 APPROVED, APPROVED EQUAL, (APPROVED EQUIVALENTS, OR EQUAL)

The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

§ 1.1.10 ABBREVIATIONS

AIA:	American Institute of Architects
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ASA:	American Standards Association
ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
FAR:	Federal Acquisition Regulations
FS:	Federal Specification
NES:	National Electrical Code
NIC:	Not in Contract. Indicates work not to be done by this Contractor under this Agreement
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
UL:	Underwriters Laboratories, Inc.

§ 1.1.11 BIDS or BIDDING

The terms "Bids" or "Bidding" shall include any kind of competitive purchasing under the requirements of Neb. Rev. Stat. §§ 73-101 through 73-106, and other applicable state and federal statute or regulation.

§ 1.1.12 MISCELLANEOUS OTHER WORDS

§ 1.1.12.1 BUSINESS DAY

The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting special events.

§ 1.1.12.2 CALENDAR DAY

A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.12.3 HOLIDAYS

Owner-approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.12.4 WORK DAY

Work days are all calendar days except Holidays.

§ 1.1.12.5 ANTICIPATED WEATHER DAYS

An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Construction Manager and Owner for time extensions based upon weather. Section 4.7.1.5.3 lists required Anticipated Weather Days.

§ 1.1.13 CONTRACT SUM

"Contract Sum" shall mean the Guaranteed Maximum Price, when the Agreement is a Construction Manager at Risk Agreement, and the Contract Sum, when the Agreement is a Contractor Agreement.

§ 1.2 EXECUTION, CORRELATION AND INTENT

§ 1.2.1 EXECUTION OF DOCUMENTS. The Contract Documents shall be signed by the Owner, Construction Manager, and Contractor as provided in the Agreement. If the Owner, Construction Manager or Contractor do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

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

§ 1.2.3 INTENT OF CONTRACT DOCUMENTS. 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 only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

§ 1.2.3.1 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless he shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Construction Manager and Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.4 CONTROL OF DIVISION OF WORK. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.5 MEANING OF WORDS. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.6 RELATION OF SPECIFICATIONS AND DRAWINGS. General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the most expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.7 MATERIALS, EQUIPMENT AND PROCESSES. Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the bidding instructions which results in equipment requiring area not shown on the Construction Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting completion. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contractor Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

§ 1.2.8 STANDARDS AND REQUIREMENTS. When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 1.3 CONSTRUCTION MANAGER AND/OR OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 1.3.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. All ownership rights,

whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

§ 1.4 CAPITALIZATION

§ 1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.5 INTERPRETATION

§ 1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 2 RELATIONSHIP OF PARTIES TO CONTRACT

§ 2.1 DEFINITION

§ 2.1.1 ACTUAL PERFORMANCE OF THE WORK THROUGH COMPETITIVE BID OF MULTIPLE SUBCONTRACTS: The Owner has contracted with the Construction Manager for the administration and supervision of the construction of the Work. All of the Work on the Project shall be performed under "Contracts" (hereinafter referred to as "Contract" or "Subcontracts") held jointly by the Owner and Construction Manager. The Construction Manager, as agent for the Owner, shall advertise for competitive bids for each Contract and award such Contracts according to applicable law. The Owner has established the regular manner for advertising for competitive bids for this Project which is a part of the Contract Documents for the Project. The regular manner established by the Owner for advertising for such competitive bids shall be followed by the Construction Manager. The Construction Manager shall obtain the competitive bids from Contractors and from suppliers of materials or equipment fabricated to a special design for the Work.

§ 2.1.1.1 Each Contractor submitting a bid shall certify, warrant and represent to the Construction Manager and Owner that their bids are based on a full and complete examination of the Construction Documents, including as determined necessary site examination; and that all statements, facts and representations made in all submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by the Construction Manager and Owner in considering the firm's bid and the Contractor's responsibility to immediately provide updated and correct information if any of the information changes at any time. Any omission, falsification or misrepresentation made by a Contractor in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ the Contractor or terminate any contract with the Construction Manager and Owner. The Contractor by entering into an Agreement with the Construction Manager and Owner consents and agrees to comply at all times with all Construction Manager and Owner policies, regulations, directives, and practices.

§ 2.1.1.2 Each Contractor shall certify upon submission of a bid that:

§ 2.1.1.2.1 The Contractor is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants, and does not discriminate against any employee or applicant for employment by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. By submitting a bid, the Contractor agrees, if selected, to actively continue and implement this policy throughout any awarded project; and,

§ 2.1.1.2.2 If selected, the Contractor shall not assign any individual or agent to any work on an awarded project with a criminal record of a serious nature as defined by the Construction Manager's and Owner's policies, regulations, practices or directives as described in paragraph 3.4.8.

§ 2.1.1.3 Should the Construction Manager or a construction contractor in any way affiliated with the Construction Manager submit a bid for a portion of the Work being let for bids, the same procedures and processes as required of all bidders shall be followed, except that any bid by the Construction Manager or a construction contractor in any way affiliated with the Construction Manager must be submitted twenty-four (24) hours before all other bids are due to be submitted, and the bid of the Construction Manager or a construction contractor affiliated in any way with the Construction Manager may only be accepted if such bid is the lowest responsible dollar amount bid.

2.1.2 APPROVAL OF CONTRACTS: The Owner, in consultation with and on the advice of the Construction Manager, shall have the sole authority to enter into or amend a contract, to approve changes in the scope of Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or agree to an extension to the date of Substantial or Final Completion of a contract. The Construction Manager will act as soon as reasonably possible and consult with and advise the Owner with regard to such Change Order or Construction Change Directives to avoid undue delays in the Work.

2.1.3 APPROVAL OF CHANGES TO THE WORK: The Owner, in consultation with and on the advice of the Construction Manager, shall have the sole authority to approve changes to the Work. Any such change shall be confirmed in writing between the Contractor and Owner, and notice of such approved changes shall be given to the Owner's governing authorities at the next regular meeting of that body; except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Construction Manager or Owner who has not been designated in writing to act on behalf of the Construction Manager or Owner; the Construction Manager and Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.4 It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Nebraska.

§ 2.1.5 The Construction Manager shall require the Contractor meet periodically with representatives of the Owner, Construction Manager and Architect at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 2.1.6 The Construction Manager may require that the Contractor use and/or respond to certain Construction Manager and/or Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Construction Manager and/or Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 2.1.7 The Contractor stipulates and agrees that the Construction Manager and/or Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify the Construction Manager and Contractor of same. By entering into the Contract Documents or any

Agreement with any Architect, Construction Manager and/or Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE CONSTRUCTION MANAGER AND/OR OWNER

§ 2.2.1 The Owner, being a public body under the laws of the State of Nebraska, must have adequate funds and financing as provided by law prior to award and execution of the Contract Documents.

§ 2.2.2 If requested in writing by the Contractor prior to the start of the Work, the Owner, through the Construction Manager, shall furnish surveys known to the Owner; the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Contractor shall not 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. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

§ 2.2.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Construction Manager and/or Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.4 Information or services under the Construction Manager and/or Owner's control shall be furnished by the Construction Manager and/or Owner with reasonable promptness to avoid delay in orderly progress of the Work.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.2.6 The Construction Manager and/or Owner shall forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect.

§ 2.2.7 The foregoing are in addition to other duties and responsibilities of the Construction Manager and/or Owner enumerated herein and especially those in respect to Article 6 (Construction by Construction Manager and/or Owner or by Other Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

§ 2.3 CONSTRUCTION MANAGER AND/OR OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct defective Work or fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Construction Manager and/or Owner, either directly or by and through the Construction Manager, through its authorized representative may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Construction Manager and/or Owner to stop the Work shall not give rise to a duty on the part of the Construction Manager and/or Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.4 CONSTRUCTION MANAGER AND/OR OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Construction Manager and/or Owner, either jointly or by and through the Construction Manager, to commence and continue correction of such default or neglect with diligence and promptness, the Construction Manager and/or Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Construction Manager and/or Owner may, without prejudice to other remedies the Construction Manager and/or Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies,

including compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Construction Manager and/or Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 DEFINITION

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout this Agreement as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. The term "Contractor" does not include the Construction Manager unless the Construction Manager is awarded a contract for a portion of the Work of the Project.

§ 3.1.2 The plural term "Contractors" refers to persons or entities who perform construction under Conditions of the Contract that are administered by the Construction Manager, and that are identical or substantially similar to these Conditions.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of Contractor's failure to follow the foregoing procedure and familiarize himself with all local conditions and the Contract Documents will not be permitted. The Contractor represents and warrants by submission of a Proposal that he has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports and the site of the Work, and that, from his own investigations, he has satisfied himself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect, Construction Manager and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Section 2.2.2 and shall at once report to the Construction Manager and Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Construction Manager or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Construction Manager and Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 Neither the Owner nor the Contractor is 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.

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect, Construction Manager and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Paragraph 4.7 when the Contractor recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Construction Manager and Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall be liable to the Construction Manager and Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager and Architect at once.

§ 3.2.5.1 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site.

§ 3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each

Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

- .1 The location, condition, layout, drainage and nature of the Project site and surrounding areas;
- .2 Generally prevailing climatic conditions; and,
- .3 Anticipated labor supply and costs.

§ 3.2.8 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12.

§ 3.2.9 The Contractor represents and warrants the following to the Construction Manager and/or Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Construction Manager and Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 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 this Contract, subject to overall coordination of the Construction Manager as provided in Sections 4.6.3 and 4.6.4.

§ 3.3.2 The Contractor shall be responsible to the Construction Manager and Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. As part of that responsibility, Contractor shall enforce the Construction Manager's and Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Construction Manager and/or Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking

places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle Contractor's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property.

§ 3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 3.3.4 The Contractor shall inspect portions of the Project related to the Contractor's Work in order to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.5 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and Subcontractors.

§ 3.3.6 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;
- .2 The special shoring requirements, if any, of the Construction Manager and/or Owner; and
- .3 Any geotechnical information obtained by Construction Manager and/or Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.7 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.8 It is understood and agreed that the relationship of Contractor to Owner and Construction Manager shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner or Construction Manager; or 2) create any partnership, joint venture, or other association between Owner and Construction Manager and the Contractor. Any direction or instruction by Owner, Construction Manager or any of their respective authorized representatives in respect of the Work shall relate to the results the Owner and/or Construction Manager desire to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor eligible to work in accordance with state and federal law. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor.

§ 3.4.2 The Contractor may make substitutions only with the prior written consent of the Construction Manager and Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner, Construction Manager, and the Architect will consider a formal request for the substitution of products and place those specified only under the conditions set forth in the specifications. Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; and (iii) when, in the judgment of the Owner, in consultation with the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.2.2 By making requests for substitutions based on subparagraph 3.4.2 above, the Contractor:

§ 3.4.2.2.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

§ 3.4.2.2.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

§ 3.4.2.2.3 certifies that the cost data represented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and,

§ 3.4.2.2.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.3 The Contractor must submit to the Architect, Owner and Construction Manager: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Construction Manager and Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

§ 3.4.2.4 Whether or not the Owner or the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE CONSTRUCTION MANAGER AND OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CONSTRUCTION MANAGER AND OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE

WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Construction Manager and/or Owner to have violated these restrictions is subject to permanent removal from the Project, at Construction Manager and/or Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Construction Manager and/or Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4 For all equipment furnished by others to be installed by the Contractor, the Contractor shall use manufacturer's detailed drawings as approved by the Architect, to establish roughing-in dimensions and location of services.

§ 3.4.5 The Contractor shall inspect all materials as delivered to the premises and shall reject any materials that will not conform with the Contract Documents when properly installed.

§ 3.4.6 Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal and state laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Construction Manager and/or Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct.

§ 3.4.7 Contractor must give advance written notice to the Construction Manager and Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Construction Manager and/or Owner may terminate this Agreement if the Construction Manager and/or Owner determine that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 3.4.8 CRIMINAL HISTORY CHECKS

§ 3.4.8.1 Contractor shall obtain all criminal history information required by the policy, regulations, practices or directives, of the Owner regarding the Contractor's "covered employees", as defined below. Before beginning any Work on the Project, Contractor will provide written certification to the Construction Manager and/or Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Construction Manager and/or Owner and Construction Manager, Contractor will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Construction Manager and/or Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information.

§ 3.4.8.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Construction Manager and Owner in writing within three business days. If the Construction Manager and/or Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Construction Manager's and Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 3.4.8.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, of one of the following felony offenses under Chapter 28 of the Nebraska Revised Statutes, including but not limited to any of the following: (a) a felony, (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and

agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

§ 3.4.8.3.1 If selected, the Contractor shall not assign any individual or agent to any work on an awarded project with a criminal record of a serious nature as defined by the Owner's policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

§ 3.4.9 CONSTRUCTION MANAGER AND/OR OWNER'S ADDITIONAL REQUIREMENTS RELATED TO CRIMINAL HISTORIES

In addition, Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or subcontractor of the Contractor or a Subcontractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Construction Manager and/or Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Construction Manager and/or Owner's property, or, other location where students are likely to be present. Construction Manager and/or Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present."

§ 3.5 [OMITTED]

§ 3.6 WARRANTY

§ 3.6.1 The Contractor warrants to the Construction Manager and 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. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. 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 unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective portion of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Construction Manager and Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Construction Manager and Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Construction Manager and Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law. All warranties shall be required by the Construction Manager and the Owner.

§ 3.6.2 Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents.

§ 3.6.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Construction Manager and Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Construction Manager and/or Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Construction Manager and Owner in writing regarding when corrective work will begin, within ten (10) days of Contractor's receipt of the written notice, then the Construction Manager and/or Owner may take measures to correct the Work and Contractor will be obligated to reimburse Construction Manager and Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Construction Manager and/or Owner.

§ 3.6.4 When deemed necessary by the Construction Manager and/or Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

- .1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or
- .2 an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or
- .3 such further reasonable proof as is required by the Architect.

§ 3.6.5 The Contractor agrees to assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, any and all manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.6.6 The warranties of Contractor provided in Subparagraphs 3.5.1, 3.5.2, and 3.5.3 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.6.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty on each phase or building will expire. Contractor shall provide a copy of such schedules to Construction Manager, Owner and Architect. Prior to termination of the warranty period, Contractor shall accompany Construction Manager, Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period. Contractor shall prosecute such warranty work without interruption until accepted by Construction Manager, Owner and Architect, even though such work should extend beyond the warranty period. If Contractor fails to provide the schedules to Construction Manager, Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.6.8 Prior to receipt of Final Payment, Contractor shall:

- .1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and

- manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;
- .2 Verify that the documents are in proper form and contain full information;
 - .3 Co-sign warranties when required;
 - .4 Bind all warranties in commercial quality 8.5 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;
 - .5 Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;
 - .6 Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; and
 - .7 Separate each warranty with index tab sheets keyed to the Table of Contents listing.
 - .8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Construction Manager and/or Owner.

§ 3.7 TAXES

§ 3.7.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect; provided, that sales and use taxes on tangible personal property to be incorporated into the Work are to be excluded from such taxation under the following procedure: The Owner may appoint the Contractor as a Purchasing Agent for the Owner. Such appointment will authorize the Contractor and its Subcontractors to issue exempt sales certificates to the vendors when purchasing tangible personal property to be incorporated into the Work. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS CONSTRUCTION MANAGER AND OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.8 PERMITS, FEES AND NOTICES

§ 3.8.1 The Construction Manager and Owner shall be responsible for making and submitting application for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

§ 3.8.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.8.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Construction Manager and/or Owner. After consultation with the Construction Manager and Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Construction Manager and/or Owner.

§ 3.8.2 The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the Work. In addition, Contractor shall authorize posting of any invoices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Construction

Manager and Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.8.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Construction Manager, Architect and Construction Manager and/or Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

§ 3.8.4 If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Construction Manager and Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and report findings and a recommended resolution in writing to Construction Manager and Owner and Contractor. If Construction Manager and Owner and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation.

§ 3.8.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Construction Manager and Owner and Architect in writing. Upon receipt of such notice, the Construction Manager and/or Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Construction Manager and/or Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 4.

§ 3.8.6 Copies of any and all permits, licenses and certificates shall be delivered to the Construction Manager and Owner as soon as they are obtained. Along with the request for final payment, the Contractor shall deliver the originals of such permits, licenses and certificates to the Construction Manager.

§ 3.8.7 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Construction Manager and/or Owner's participation is required, and the Architect shall immediately notify the Construction Manager and Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 3.9 ALLOWANCES

§ 3.9.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Construction Manager and/or Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection, unless required to do so by the terms of the Construction Documents.

§ 3.9.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- .4 whenever costs are more than or less than allowances, the Contract Sum, or the Owner's Contingency, at Owner's discretion shall be adjusted accordingly by Change Order. The amount of the adjustment shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.2 and (2) changes in Contractor's costs under Section 3.8.2.3.

§ 3.9.3 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Construction Manager and/or Owner's written approval, on the basis of the best value to the District.

§ 3.10 SUPERINTENDENT

§ 3.10.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Construction Manager and Owner, and Contractor shall not replace the project manager or superintendent(s) without Construction Manager and Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Construction Manager and/or Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Construction Manager and Owner reserve the right to require Contractor to dismiss from the Work any employee or employees that Construction Manager and/or Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

§ 3.10.2 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Paragraph 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion.

§ 3.10.3 Contractor's project manager, while not required to be present full-time at the site, shall remain assigned to this Work, and be available on an as-needed basis throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected in accordance with the Construction Documents.

§ 3.10.4 Construction Manager shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Construction Manager shall be notified at the beginning of that day. Construction Manager shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under General Conditions for such day.

§ 3.10.5 Questions about plan interpretation or directions shall be submitted by Contractor's superintendent to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion

§ 3.11 CONTRACTOR'S CONSTRUCTION SCHEDULE

§ 3.11.1 The Contractor shall comply with the Construction Manager's Construction Schedule for the Work. Upon being awarded the contract, the Contractor shall have the opportunity to provide input on the construction schedule, provided that the Construction Manager shall make the final determination regarding the Construction Schedule to be implemented and followed by the Contractor. Such Construction 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 Construction Schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall not interfere with the operation of Construction Manager and/or Owner's existing facilities and operations without Construction Manager and Owner's prior written approval.

§ 3.11.2 The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Construction Manager and/or Owner's own forces.

§ 3.11.3 The Contractor shall prepare and keep current, for the Construction Manager's and Architect's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Construction Manager and Architect reasonable time to review submittals.

§ 3.11.4 The Contractor shall conform to the most recent schedules.

§ 3.11.5 The Contractor shall attend all progress meetings scheduled by the Construction Manager at the Project Site or such other location designated by the Construction Manager, or at such other time and frequency as are acceptable to the Construction Manager and Owner. Progress of the work shall be reported at said meetings with reference to Contractor's portion of the Work and its relation to the Construction Manager's construction schedule for the Project. The Contractor shall submit to the Construction Agreement with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Construction Manager and Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Construction Manager and Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Construction Manager or Owner or any increase in the Contract Sum for the scheduled recovery efforts. No approval or consent by the Construction Manager and Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Construction Manager and Owner of any damages or losses which Construction Manager and Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

§ 3.12 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.12.1 The Contractor shall maintain at the site for the Construction Manager and Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, field test records, inspection certificates or records, manufactures' certificates, Product Data, Samples and similar required submittals. These shall be available to the Construction Manager, Architect and the Owner at all times, and shall be delivered to the Construction Manager for submittal to the Owner upon completion of the Work.

§ 3.12.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish, for the Owner's, Construction Manager's, and Architect's written approval, a physical sample of each specified item, product, fixture or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected and

properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 3.13 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.13.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.13.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.13.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.13.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 3.12.4.

§ 3.13.5 The Contractor shall review, approve and submit to the Construction Manager, in accordance with the schedule and sequence approved by the Construction Manager, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

§ 3.13.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Construction Manager and Architect. Such Work shall be in accordance with approved submittals.

§ 3.13.7 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents 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 verified that the information contained within such submittals complies with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.13.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Construction Manager's and Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and the Construction Manager and Architect have given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Construction Manager's and Architect's approval thereof.

§ 3.13.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals, except for any such errors or omissions which are within Architect's statutory or contractual design responsibility.

§ 3.13.10 Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents.

§ 3.13.11 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 for a portion of

the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner, through the Construction Manager, and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, Construction Manager, and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.11, the Architect and Construction Manager will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Unless the Contractor is providing professional services as allowed herein, the Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. A registered architect must prepare plans and specifications for all the Work. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry comprehensive general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.13.12 The Contractor shall submit complete drawings, data and samples to the Architect and Construction Manager at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum or Guaranteed Maximum Price. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.13.13 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two (2) additional sets for the Architect, two (2) additional sets for the Construction Manager and Owner and one (1) additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one (1) high quality reproducible transparency and one (1) opaque print of the shop drawing for the Architect, plus one (1) additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or his consultants. After final review and correction of the submittal, the Contractor shall send one (1) corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.

§ 3.13.14 The Architect's and Construction Manager's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's and Construction Manager's review of additional submittals will be made only with the consent of the Owner after notification by the Architect and/or Construction Manager. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect and/or Construction Manager for evaluation of such additional re-submittals.

§ 3.13.15 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer.

§ 3.14 USE OF SITE

§ 3.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site, such operations to comply with the following requirements:

§ 3.14.2.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.14.2.2 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Construction Manager and Owner.

§ 3.14.2.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Construction Manager and Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.14.2.4 Without prior approval of the Construction Manager and Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Construction Manager and Owner. The Contractor shall comply with all rules and regulations promulgated by the Construction Manager and Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.15 CUTTING AND PATCHING

§ 3.15.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents.

§ 3.15.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Construction Manager and/or Owner's own forces or of other Contractors by cutting, patching, excavating or otherwise altering such construction. The Contractor shall not cut or otherwise alter such construction by other Contractors or by the Owner's own forces except with written consent of the Construction Manager and Owner and such other Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Contractors or the Construction Manager and Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15.3 The Contractor shall locate, protect, and save from injury utilities of all kinds, either above or below grade, inside or outside of any structure, found in the areas affected by its Work. Contractor shall be responsible for all damage caused to such utility by the operation of equipment or delivery of materials or as the direct or indirect result of any of its Work and shall repair all such damage at its expense and as a part of the Work included in the Contract Documents. The Contractor shall not be entitled to any increase in the Contract Sum or the Contract Time on account of such damage to any utility.

§ 3.15.4 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

§ 3.16 CLEANING UP

§ 3.16.1 The Contractor shall keep, on a daily basis, the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and

rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition.

§ 3.16.2 If the Contractor fails to clean up as provided in the Contract Documents, the Construction Manager may do so with the Construction Manager and Owner's approval and the cost thereof shall be charged to the Contractor.

§ 3.16.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's and Construction Manager's and Owner's inspection for Substantial Completion, the Contractor shall, as applicable to the Work of the Contract, clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 3.15.4 After construction is complete, Contractor shall as applicable to the Work of the Contract: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.17 ACCESS TO WORK

§ 3.17.1 The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located. The presence of the Construction Manager, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 3.18 ROYALTIES AND PATENTS

§ 3.18.1 The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE CONSTRUCTION MANAGER OR OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE CONSTRUCTION MANAGER, OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH 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 ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

§ 3.19 INDEMNIFICATION

§ 3.19.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, CONSTRUCTION MANAGER, CONSULTANTS, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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 (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF CONSTRUCTION MANAGER AND/OR OWNER OR CONSTRUCTION MANAGER AND/OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF NEBRASKA.

§ 3.19.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 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 THIS SECTION 3.18 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.19.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.

§ 3.19.4 THE CONSTRUCTION MANAGER AND/OR OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE CONSTRUCTION MANAGER OR OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE CONSTRUCTION MANAGER AND OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE CONSTRUCTION MANAGER AND/OR OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

§ 3.19.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.20 ANTITRUST VIOLATION.

To permit the Construction Manager and Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Construction Manager and Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 4.2 CONSTRUCTION MANAGER

§ 4.2.1 The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

§ 4.2.2 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Construction Manager.

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

§ 4.4 In case of termination of employment of the Construction Manager or Architect, the Owner shall appoint a construction manager or architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former construction manager or architect, respectively.

§ 4.5 Disputes arising under Sections 4.3 and 4.4 shall be subject to dispute resolution under paragraph 4.7.2.

§ 4.6 ADMINISTRATION OF THE CONTRACT

§ 4.6.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Section 12.2. The Construction Manager and Architect will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

§ 4.6.2 The Construction Manager will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will guard the Owner against defects and deficiencies in the Work.

§ 4.6.3 The Construction Manager will provide for coordination of the activities of other Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors and the Construction Manager and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed

necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, the Construction Manager and Owner until subsequently revised.

§ 4.6.4 The Construction Manager will schedule and coordinate the activities of the Contractors in accordance with the latest approved Project construction schedule. The Construction Manager (1) shall have a Superintendent on the site of the Work at all times; (2) shall review all stages of construction to become intimately familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents; (3) shall be responsible to assure that the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work performed by the Contractor are in compliance with the Contract Documents and all local, state and federal regulations; (4) shall make continuous on-site inspections to check quality or quantity of the Work; and, (5) shall keep the Owner informed of progress of the Work, and will guard the Owner against defects and deficiencies in the Work.

§ 4.6.5 Architect or his authorized representative shall visit the site at intervals deemed necessary by the Owner or Construction Manager or when necessary to protect Owner's interests, and at other intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. The Construction Manager, Architect, Owner and their representatives shall at all times have access to the Work. Construction Manager and Architect or authorized representatives will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Construction Manager and Architect or authorized representatives will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Construction Manager, Architect and/or Contractor will advise Construction Manager and Owner of the need for any third party laboratory or testing services to assist the Construction Manager, Architect and Owner. On the basis of the on-site observations by Construction Manager and/or Architect, Construction Manager and Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through the Construction Manager's and Architect's respective field reports, and shall guard Owner against defects and deficiencies in the Work. Construction Manager and Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to the Owner.

§ 4.6.6 The Construction Manager, except to the extent required by Section 4.6.4, and Architect will not have control over or charge of and will not be responsible for 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 responsibility as provided in Section 4.3, and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Contractor shall reimburse the Owner for compensation paid to the Construction Manager or Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.6.7 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION.

§ 4.6.7.1 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Construction Manager, and shall contemporaneously provide the same communications to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall

be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect.

§ 4.6.7.2 The Construction Manager will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. Subject to review by the Architect, the Construction Manager will have the authority to reject Work which does not conform to the Contract Documents. Whenever the Construction Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.6.7.10 through 4.6.7.12 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.6.7.2 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.6.7.3 The Architect in consultation and coordination with the Construction Manager shall reject Work that does not conform to the Construction Documents and Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the Construction Manager and Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect, Construction Manager or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect, Construction Manager and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Construction Manager and Owner of discoveries made or actions taken by Architect.

§ 4.6.7.4 The Construction Manager will receive from the Contractor and review and approve all Shop Drawings, Product Data and Samples, coordinate them with information received from other Contractors, and transmit to the Architect those recommended for approval. The Construction Manager's actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors, the Owner, or the Architect.

§ 4.6.7.5 The Architect in consultation with the Construction Manager will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Construction Documents and the Contract Documents and all applicable laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Construction Manager, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is conducted for the purpose of determining the general accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents and Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under this Section 4.6. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor, Construction Manager and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

§ 4.6.7.6 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.6.7.7 Following consultation with the Construction Manager, the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and will have authority to order minor changes in the Work as provided in Section 7.4.

§ 4.6.7.8 The Architect in consultation with the Construction Manager shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. NO WORK SHALL BE PERFORMED ON A CHANGE ORDER REQUEST UNTIL A FORMAL CHANGE ORDER HAS BEEN APPROVED IN WRITING BY THE OWNER. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents and do not change the Contract Sum or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner, or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.6.7.9 If the Owner and Architect agree, the Architect will provide one (1) or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.6.7.10 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.6, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 4.6.7.11 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Construction Manager and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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

§ 4.6.8 APPLICATIONS FOR PAYMENT

§ 4.6.8.1 The Construction Manager in consultation with the Architect will review and certify all Applications for Payment by the Contractor, including final payment. The Construction Manager will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractors. After reviewing and certifying the amounts due to the Contractors, the Construction Manager will submit the Applications for Payment to the Architect.

§ 4.6.8.2 Based on the Construction Manager's observations and evaluations of Contractors' Applications for Payment, the Architect will review and certify the amounts due to the Contractors and will forward a copy of such certification to the Owner and payment by the Owner.

§ 4.6.9 CONSTRUCTION DOCUMENTS

§ 4.6.9.1 The Construction Manager will maintain at the site for the Owner one (1) record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.6.10 SUBSTANTIAL AND FINAL COMPLETION

§ 4.6.10.1 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and Final Completion, and will receive and forward to the Architect written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will forward to the Architect a final Project Application and Project Certificate for Payment or other similar form designated for such purpose for the Project upon compliance with the requirements of the Contract Documents.

§ 4.7 CLAIMS AND DISPUTES OF CONTRACTOR

§ 4.7.1 DEFINITION. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, interpretation of the Contract terms, extension of time, or other relief with respect to the terms of the Contract, the Project or the Work. The responsibility to substantiate Claims shall rest with the Contractor.

§ 4.7.1.2 NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Construction Manager and Owner and to the Architect. Claims by Contractor must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect, Construction Manager and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent that the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Construction Manager and Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Any claim or portion of a claim by Contractor that has not been made the specific subject of a Notice within ninety (90) days after the occurrence of the event giving rise to such claim or within ninety (90) days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier, shall be waived.

§ 4.7.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided herein, the Contractor shall proceed diligently with performance of the Contract and the Construction Manager shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

§ 4.7.1.4 CLAIMS FOR ADDITIONAL COST OR AN INCREASE IN THE CONTRACT SUM. If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum, written notice as provided herein shall be given to Construction Manager, Owner and Architect. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Construction Manager and Owner and Contractor. If the Claim is approved by Construction Manager and Owner, or Construction Manager's and Owner's representatives if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Construction Manager and Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 4.7.1.5 CLAIMS FOR ADDITIONAL TIME

§ 4.7.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one (1) Claim is necessary. No claim for additional cost will be allowed unless the labor, materials, and equipment and the Work related thereto has been approved in writing by the Construction Manager and Owner. Such approval will not be unreasonably withheld.

§ 4.7.1.5.2 Extensions of time will not be granted for delays caused by inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

§ 4.7.1.5.3 The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions in accordance with the rainfall table below. A rain day is defined as a day when rainfall exceeds one-half (1/2) inch during a 24-hour period. The number of rain days expected for each month is as follows:

Note: Prior to the execution of the Contract, Construction Manager and Owner shall fill in the blanks below:

January	[0] calendar days	July	[2] calendar days
February	[0] calendar days	August	[2] calendar days
March	[1] calendar days	September	[2] calendar days
April	[2] calendar days	October	[1] calendar days
May	[3] calendar days	November	[1] calendar days
June	[3] calendar days	December	[0] calendar days

§ 4.7.1.5.4 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract.

§ 4.7.1.5.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are the fault of Construction Manager and/or Owner and/or under Construction Manager and/or Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Construction Manager and/or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Owner approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 4.7.1.5.6 Requests for time extension shall be submitted on a weekly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Construction Manager and/or Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

§ 4.7.1.5.7 **DATE OF COMMENCEMENT AND TIME OF COMPLETION.** Contractor agrees that it will begin work immediately upon receipt of notice to proceed from the Owner and Construction Manager, and that it will diligently proceed with said Work such that the same shall be completed within the time frame stated in the bid documents.

§ 4.7.1.5.8 **BEST EFFORTS.** The Contractor acknowledges that the services to be performed are essential to the effective operation of the Construction Manager and Owner and that, therefore, the Contractor will exercise its best efforts to complete the services called for under this Agreement in the minimum time possible and within the time specified in such Work orders as may be issued by the Construction Manager to the Contractor. In the event that the Contractor for good cause shown cannot complete the services for a particular task or phase within the time agreed

to, the Contractor shall make a written request to the Construction Manager and Owner in accordance with paragraph 4.7.1.5.10 below.

§ 4.7.1.5.9 NOTICE OF CONDITIONS CAUSING DELAY.

§ 4.7.1.5.9.1 Within five (5) working days after the commencement of any condition which is causing or may cause delay in completion, the Contractor must notify the Construction Manager and Owner in writing of the effect, if any, of such condition upon the time progress schedule and must state why and in what respects, if any, the condition is causing or may cause such delay.

§ 4.7.1.5.9.2 Failure to strictly comply with this requirement may, in the discretion of the Construction Manager and Owner, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

§ 4.7.1.5.10 EXTENSION OF TIME.

§ 4.7.1.5.10.1 Any extension or extension of time for the completion of the Work may be granted by the Construction Manager and Owner subject to the provisions of this section, but only upon written application therefor by the Contractor to the Construction Manager and Owner.

§ 4.7.1.5.10.2 An application for an extension of time must set forth in detail the source and nature of each alleged cause of delay in the completion of the Work, the date upon which each such cause of delay began, ended, or will end, and the number of days attributable to each of such causes. It must be submitted prior to completion of the Work.

§ 4.7.1.5.10.3 If such an application is made, the Contractor shall be entitled to an extension of time for delay and completion of the Work caused solely: (a) by the acts or omissions of the Construction Manager or Owner, its officers, agents, or employees; or (b) by unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, war or other national emergencies making performance temporarily impossible or illegal, or strikes or labor disputes).

§ 4.7.1.5.10.4 The Contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the Construction Manager and Owner may determine to result solely from such causes, and then only if the Contractor shall have strictly complied with all the requirements of this section. The Construction Manager and Owner shall make such determination within thirty (30) calendar days after receipt of the Contractor's application for an extension of time; provided, however, said application complies with the requirements of this paragraph.

§ 4.7.1.5.10.5 The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently but, if at all, only for the actual period of delay in completion of the Work as determined by the Construction Manager and Owner, regardless of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or omission of the Contractor or of its Subcontractor, if any, and would of itself (regardless of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault, or omission.

§ 4.7.1.5.10.6 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the Construction Manager and Owner. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the Construction Manager or Owner or any of its rights under the Contract Documents. Additionally, the Contractor shall not recover any additional compensation for any additional expense caused by such delay or delays.

§ 4.7.1.5.11 DELAY CLAIMS. Contractor represents and warrants that the provisions herein contained for extension of time are fair and adequate and that Contractor has had an opportunity to make provision for any and all delays within the contemplation of the parties. Accordingly, it is understood and agreed that Contractor shall not have or assert any claim for damages or prosecute any suit, action, cause of action, or other proceeding against the Owner or Construction Manager for such damages arising from any delay or hindrance in the completion of the Work called

for in this Agreement caused by an act or omission on the part of the Owner or Construction Manager, their agents, servants, employees or otherwise.

§ 4.7.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives all claims against the Construction Manager and/or Owner for consequential damages arising out of or relating to this Contract including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Construction Manager and/or Owner-caused delays or acceleration.

§ 4.7.2 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.7.2.1 RECOMMENDATION OF ARCHITECT. Claims by the Contractor against the Construction Manager and/or Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 4.7.2.2 The Architect will review Claims and within ten (10) days of the receipt of the Claim take one (1) of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Construction Manager and Owner, with a copy to the Contractor.

§ 4.7.2.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in making a written recommendation.

§ 4.7.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished.

§ 4.7.2.5 Following receipt of the Architect's written recommendation regarding a Claim, the Construction Manager and Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 4.7.3.

§ 4.7.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Construction Manager and Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Construction Manager and Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.7.3 ALTERNATIVE DISPUTE RESOLUTION

§ 4.7.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, may upon mutual agreement of the parties, after written recommendation by the Architect or thirty (30) days after submission of the Claim to the Architect, be subject to mediation at the request of either party.

§ 4.7.3.2 If the parties mutually agree to mediation of a dispute, the parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's governing body, signed by the parties if approved by the Owner's governing body, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Nebraska.

§ 4.7.3.3 Any claim not resolved in mediation shall be subject to litigation.

§ 4.7.4 NO ARBITRATION

§ 4.7.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 4.7.5 Contractor stipulates that Owner is a political subdivision of the State of Nebraska, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Nebraska. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 4.7.6 In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 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. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or subcontractors of other Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of subcontractors and other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager will promptly reply to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to any such proposed subcontractors and other person or entity. Failure of the Construction Manager to reply promptly shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor or if the Owner requires use of a specific subcontractor, then the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.

§ 5.2.5 Each Contractor shall assure that each of its subcontractors have completely familiarized themselves with the plans and specifications, visited the Work site to completely familiarize themselves with existing conditions, and have conducted any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums shall be allowed for failure to so inspect or investigate.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to

assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, except as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Construction Manager and Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Neither the Owner, Construction Manager (unless the Construction Manager is a Contractor hereunder) or Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.3 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Construction Manager, the Architect or the Construction Manager and Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Construction Manager and Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for any unperformed portion of the Work is assigned by the Contractor to the Construction Manager and the Owner through the Construction Manager, provided that:

- .1 assignment is effective only after termination of the Contract either in accordance with Article 14 or abandonment of the Project by the Contractor for cause pursuant to Section 14.2 and only for those subcontract agreements which the Construction Manager and/or Owner accepts by notifying the Subcontractor in writing;
- .2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and,
- .3 The Subcontractor provides bonds as required by law of prime contractors and by the Construction Manager and the Owner through the Construction Manager.

When the Construction Manager and the Owner through the Construction Manager, accept the assignment of a subcontract agreement, the Construction Manager and the Owner through the Construction Manager, assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Such assignment shall not constitute a waiver by Construction Manager, and the Owner through the Construction Manager, of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Construction Manager and the Owner through the Construction Manager shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Construction Manager and Owner give written notice of its acceptance of the subcontract agreement. Construction Manager and the Owner through the Construction Manager shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of the Construction Manager's and the Owner's written notice of acceptance.

§ 5.5 NOTICE OF SUBCONTRACTOR DEFAULT

Contractor shall promptly notify Construction Manager, Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is

hereby acknowledged and agreed that the Construction Manager and the Owner have in no way agreed, expressly or implicitly, nor will Construction Manager and Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Construction Manager and/or Owner for the amount due from the Construction Manager and/or Owner, Construction Manager or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 CONSTRUCTION MANAGER AND/OR OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay is involved because of such action by the Owner, the Contractor shall make such Claim for additional time as provided elsewhere in the Contract Documents.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in this Article 6 and in Articles 3, 10, 11 and 12.

§ 6.2 CONTRACTOR'S RESPONSIBILITY

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Construction Manager's and/or Owner's separate contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of the Construction Manager's or Owner's separate contractors. The Contractor shall afford the Owner's own forces, Construction Manager and other Contractors reasonable opportunity for introduction and storage and staging of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be responsible for coordination between Contractor's subcontractors and Construction Manager's or Owner's separate contractors. Contractor shall review Construction Manager's or Owner's contract with Construction Manager's or Owner's separate contractors and become familiar with the requirements and scope of services contained therein.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Construction Manager's or Owner's own forces or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results, and shall promptly report in writing to the Architect and Owner if Owner's separate contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor so to report in writing shall constitute an acknowledgment that the Owner's own forces or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work and is performed in a timely manner, except as to defects not then reasonably discoverable.

§ 6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore. No costs caused by delays or by improperly timed activities may be claimed against the Owner or the Construction Manager. The sole remedy for delays shall be a request for an extension of time.

§ 6.2.4 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4.1 If the Architect is required to provide contingent additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Construction Manager, unless the contingent additional services result from negligence or an omission by the Architect.

§ 6.2.4.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Construction Manager, who upon receipt of same shall reimburse the Architect.

§ 6.2.4.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

§ 6.2.5 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed construction or partially completed construction or to property of the Owner or other Contractors as provided in Section 10.2.5.

§ 6.2.6 Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Section 4.7 provided the other Contractors have reciprocal obligations.

§ 6.2.7 The Owner and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 CONSTRUCTION MANAGER AND/OR OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the Contractor, other Contractors and the Construction Manager and/or Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.15, the Construction Manager may clean up and allocate the cost among those responsible as the Construction Manager, in consultation with the Architect, determines to be just.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 CHANGES

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect and/or Construction Manager to make a recommendation to Owner.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Construction Documents and the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Construction Manager and Owner authorizing Contractor to proceed with a

Change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner, Construction Manager or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.1.5 The Contractor shall in no instance commence Work on or provide materials for or make changes in the Work for this Project which will require additional payment from the Construction Manager (or Manager and/or Owner, if applicable where the Construction Manager is also the Contractor) to the Contractor until the Contractor has requested and obtained in writing either a signed written Change Order or signed written approval from the Architect to proceed with the extra Work. The Change Order or written approval shall not be valid unless signed by a principal of the firm of the Architect's office.

§ 7.1.6 Failure of the Contractor to obtain a written Change Order or written approval from the Architect before commencing such Work shall constitute cause for rejection of request for additional compensation for such work by the Contractor.

§ 7.1.7 Each request for approval or additional work which is to require additional payment from the Construction Manager (or Owner, if applicable where the Construction Manager is also the Contractor), or in instances whether credit is to be allowed to the Construction Manager (or Owner, if applicable where the Construction Manager is also the Contractor) for omission of certain work or materials, shall be accompanied by a price quotation, including a complete cost breakdown of materials, labor, overhead and profit.

§ 7.1.8 The total Contractor mark-up for overhead, profit or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the Change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the Change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the Change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one (1) or more sub-subcontractors, regardless of who performs the work, exceed 10% of the total cost of the Change in the Work.

§ 7.1.9 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one (1) of the Allowances.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1** a change in the Work;
- .2** the amount of the adjustment in the Contract Sum or Guaranteed Maximum Price, if any; and
- .3** the extent of the adjustment in the Contract Time, if any.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work. NO WORK SHALL BE PERFORMED ON A CHANGE ORDER REQUEST UNTIL A FORMAL CHANGE ORDER HAS BEEN APPROVED IN WRITING BY THE OWNER.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on the following method:

§ 7.3.3.1 Changes in the work shall be as established in the contract documents. In the event of a Construction Change Directive that constitutes either an addition to or a deletion from the Scope of the Work for project as established at the time of execution of the contract for construction, the following adjustments shall be made:

§ 7.3.3.1.1 COST OF WORK: The actual cost as determined by lump sum pricing and/or unit cost pricing of such additions or deletions to the Scope of the Work shall be added or subtracted from the contract price.

§ 7.3.3.1.2 ADJUSTMENTS FOR GENERAL REQUIREMENTS, SUPERVISION AND OVERHEAD AND PROFIT: Upon establishment of the Cost of Work of such additions or deletions, the contract price shall be increased for additions and decreased for deletions according to and not to exceed the following;

- .1** To Contractor for work performed by their own forces - 10% of the actual cost of the addition or deletion from the work.
- .2** To Contractor for work performed by other than their own forces - 5% of the actual cost of the addition or deletion from the work.
- .3** To Contractor's Subcontractor/Material supplier for work performed by Contractor's Subcontractor/Material supplier's own forces. - 10% of the actual cost of the addition or deletion from the work.
- .4** To Contractor's Subcontractor/Material supplier for work performed by other than Contractor's Subcontractor/Material supplier's own forces. - 5% of the actual cost of the addition or deletion from the work.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor may, by mutual written agreement with the Construction Manager and Owner promptly proceed with the change in the Work involved and advise the Construction Manager, Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- .1** Actual costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;

- .2 Actual costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed used in performing the Change in the Work;
- .3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Actual costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

The Contractor shall keep and present, in such form as the Construction Manager or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Construction Manager for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the Contractor's allocated percent of profit and overhead as confirmed by the Architect.

§ 7.3.8 Pending final determination of cost to the Construction Manager and Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 If the Construction Manager and/or Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Construction Manager for determination.

§ 7.3.10 When the Construction Manager and/or Owner and Contractor agree with the determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately issued through the Construction Manager and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 With prior written notice to the Owner's representative, the Construction Manager and/or 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 Construction Documents and the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

§ 7.4.2 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one (1) of the Allowances.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's written Notice to Proceed received from the Construction Manager. The Notice to Proceed shall not be issued by Construction Manager until a written authorization has been received by the Construction Manager from the Owner, and the Construction Manager, Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the notice to proceed shall not relieve the Contractor of his responsibility to comply with Article 11.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Construction Manager and Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion.

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Construction Manager and Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Construction Manager and/or Owner, the Contractor shall notify the Construction Manager and/or Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time.

§ 8.2.4 The Contractor is subject to liquidated damages as provided in the Contract Documents, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the Date of Final Completion.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner's own forces, Construction Manager, Architect, any of the other Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.7.

§ 8.3.3 This Section 8.3 and Section 4.7 precludes recovery of damages for delay by the Contractor under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Construction Manager, a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager, Owner and Architect may require. This schedule, unless objected to by the Construction Manager or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on the Construction Manager's Application and Certificate for Payment form.

§ 9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on the Construction Manager's forms provided, and shall include the following:

- .1 Contractor's cost for Contractor's fee (if applicable), bonds and insurance, mobilization, general conditions, etc. shall be listed as individual line items.
- .2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc.
- .3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, start-up, etc.).
- .4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit or supervision.
- .5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.
- .6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment for Work completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided in paragraph 9.3.1.3.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives and included in fully signed Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

§ 9.3.1.3 Payments to Contractors shall be subject to retention of not less than ten percent (10%) of the first fifty percent (50%) of the subcontract work, with zero dollars (\$0.00) retention for the last fifty percent (50%) of the subcontract work. The Construction Manager and Owner shall reach agreement with the Contractor upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts. CONTRACTOR SHALL INDEMNIFY AND HOLD CONSTRUCTION MANAGER AND OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

§ 9.3.1.4 Contractor shall submit Applications for Payment in quadruplicate using the Construction Manager's Application and Certificate of Payment and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. The Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.1.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Nebraska covering all Work performed and for which

payment has been made by the Construction Manager to the Contractor. Contractor understands that documents submitted to Construction Manager and/or Owner become government documents under the laws of the State of Nebraska. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Nebraska and may justify termination of Contractor's Contract with Construction Manager and Owner.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 Construction Manager and Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Construction Manager and Owner to establish the Owner's title to such materials and equipment or otherwise protect the Construction Manager and/or Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.2.1 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off site storage:

- .1 The location must be agreed to, in writing, by the Construction Manager, Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- .4 The Contractor must bear the cost of the Construction Manager's, Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.
- .5 Payment shall not include any charges for overhead or profit on stored materials.
- .6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Construction Manager and Owner to establish the Owner's title to such materials or equipment or otherwise protect the Construction Manager's and Owner's interest, including applicable insurance (naming the Construction Manager and Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 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 Construction Manager shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Construction Manager and Owner are the joint holders of all contracts for the construction of the Work, except those portions of the Work bid by and awarded to the Construction Manager. Upon receipt of certified and confirmed Applications for Payment, actual payment by the Owner for the Work completed shall be made directly to the Contractors performing the Work. The Construction Manager will assemble the applications for progress payments from Contractors and, after certifying the amounts due on such applications, forward them to the Architect within seven (7) days. The issuance of a certification of the amounts due on a Contractor's application shall

constitute a representation by the Construction Manager to the Architect and Owner, that the Construction Manager has observed the progress of the Work, determined that the Work has progressed to the point indicated in the Construction Manager's professional opinion, determined that the quality of the Work is in accordance with the Construction Documents and the Contract Documents, and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Construction Manager's professional opinion. Further, the issuance of a certification of the amounts due on such applications shall be a representation that the Construction Manager has (1) made continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, and (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.2 Within seven (7) days after the Architect's receipt of the Applications for Payment, the Architect will forward the Applications for Payment to the Owner for payment on the individual Applications for Payment of each Contractor. The issuance of a Certificate for Payment will constitute a representation by the Architect to the Construction Manager and Owner, that the Architect has observed the progress of the Work, determined that the Work has progressed to the point indicated in the Architect's professional opinion, determined that the quality of the Work is in accordance with the Construction Documents and the Contract Documents; and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Construction Manager and/or Owner if Construction Manager and/or Owner knows of other reasons under the Contract Documents why payment should be withheld. The Owner will retain one (1) copy of the Application for Payment and return one (1) copy to the Construction Manager for delivery to the Contractor with payment if the Construction Manager and Architect determine the amount is properly due, or notify the Contractor and Owner in writing of the Construction Manager's and Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Such notification will be forwarded to the Contractor by the Construction Manager.

§ 9.4.3 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will constitute representations made separately by the Construction Manager and Architect to the Owner, based on their individual observations at the site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the Construction Manager's and Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. 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 minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager or Architect. The issuance of a separate Certificate for Payment or a Project Certificate for Payment will further constitute a representation by the Construction Manager and Architect that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate Certificate for Payment or a Project Certificate for Payment will be a representation by the Architect that the Architect has conducted regular on-site inspections to check the quality or quantity of the Work, but does not constitute a representation that the Architect has (1) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (2) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Construction Manager or Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager or Architect will notify the Contractor and Owner as provided in Section 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Construction Manager and Architect will promptly issue a Certificate for Payment for the amount for which the Construction Manager and Architect are able to make such representations to the Owner. The Construction Manager or Architect may also decide not to certify

payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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 another 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 persistent failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Construction Manager (or Owner, if applicable where the Construction Manager is also the Contractor) may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Construction Manager or Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.4.3, 9.5.1, or this Section.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Construction Manager and Architect have issued a Project Certificate for Payment, the Owner shall make payment to the Contractors of the undisputed amounts within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided.

§ 9.6.2 The Owner shall promptly pay each Contractor on account of such Contractor's portion of the Work, the amount to which said Contractor is entitled, reflecting percentages actually retained from payments to the Construction Manager on account of such Contractor's portion of the Work. Likewise, the Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

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

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If, through no fault of the Contractor, 1) the Construction Manager and Architect do not issue a Project Certificate for Payment to the Owner within fourteen (14) days after the Construction Manager's receipt of the Contractor's Application for Payment or 2) the Construction Manager does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received.

§ 9.7.2 If the Construction Manager and Architect do not cause to be issued a Certificate for Payment to the Owner within fourteen (14) days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Construction Manager and Owner, and the Construction Manager shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Construction Manager fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Construction Manager, Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner, or the Construction Manager on behalf of the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

- .1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or
- .2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 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 and Construction Documents so the Owner can occupy or utilize the Work for its intended use, including substantial completion of all punch list items to be performed by the Contractors and the contractors' subcontractors so the Owner can occupy the Work for the purpose of performing its preparatory tasks to make the Work suitable for its intended use as a school building. Such preparatory tasks to be performed by the Owner include, but are not limited to, installation of temperature controls, installation of movable equipment, performance of custodial work and facility opening "shake-down" testing; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, each Contractor to the Construction Manager and the Construction Manager to the Owner shall certify that all remaining Work shall be completed within thirty (30) days. The Construction Manager shall complete Owner's Substantial Completion Certificate.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. 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 and the Construction Documents. Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract

Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. When the Work or designated portion thereof is substantially complete, the Construction Manager will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Construction Manager and/or Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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. The Certificate of Substantial Completion shall be submitted to the Construction Manager and Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

§ 9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Manager and Architect, the Owner shall make payment to the Contractor, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner, Construction Manager and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Construction Manager, Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Construction Manager shall obtain an endorsement to Construction Manager's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon completion of the Work, each Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will forward the notice and Application to the Architect who will promptly make such inspection. When the Architect, based on the recommendation of the Construction Manager, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue the Construction Manager's and Owner's Certificate of Final Completion and a final Certificate for Payment stating that to the best of their

knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Construction Manager and/or Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Construction Manager and/or Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Construction Manager and Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Construction Manager and Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, subcontractors' claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Construction Manager and/or Owner. If a Subcontractor refuses to furnish a release or waiver required by the Construction Manager and/or Owner, the Contractor may furnish a bond satisfactory to the Construction Manager and Owner to indemnify the Construction Manager and/or Owner against such lien or subcontractor's claim. If such lien or subcontractor's claim remains unsatisfied after payments are made, the Contractor shall refund to the Construction Manager all money that the Owner may be compelled to pay in discharging such lien or obtaining a consent of surety, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 In addition, the following items must be completed and received by the Construction Manager and Owner before Final Payment will be due:

- .1** Written certifications required by Section 10.5, 10.6, and 10.7;
- .2** Final list of subcontractors;
- .3** Contractor's warranties, organized as required elsewhere in the Contract Documents;
- .4** Maintenance and Instruction Manuals;
- .5** Construction Manager and Owner's Final Completion Certificate; and
- .6** Record drawings and "as built" drawings. At the completion of the Project, the Contractor shall submit one (1) complete set of "as built" drawings, with all changes made during construction, including concealed mechanical, electrical and plumbing items. The Contractor shall submit these as electronic, sepi, or other acceptable medium, in the discretion of the Construction Manager and Owner. The "as-built" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes. Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Construction Manager to the Contractor within thirty (30) days after Construction Manager and Owner's governing body has voted to accept the Work and approve Final Payment.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted to the Construction Manager for disbursement to the Contractor. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and

conditions governing final payment, except that it shall not constitute a waiver of Claims. The making of final payment shall not constitute a waiver of Claims by the Construction Manager or Owner.

§ 9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material 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 final Application for Payment.

§ 9.11 PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED AND APPROVED FUNDS

§ 9.11.1 Any other provisions of the Contract Documents to the contrary notwithstanding, it is expressly understood and agreed that the legal obligation of the Owner to pay the Contract Sum or any part thereof shall be contingent upon (1) the availability of funds specifically approved by formal action of the Board of Education of the Lancaster County School District 55-0001, a/k/a Lincoln Public Schools for the purpose of payment of the Contract Sum or any part thereof.

§ 9.11.2 It is agreed that the obligations of the Contractor herein are expressly contingent upon reasonable proof to the Contractor that the Owner has funds specifically approved by formal action of the Board of Education of the Lancaster County School District 55-0001, a/k/a Lincoln Public Schools for the purpose of payment of the Contract Sum or any part thereof.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 *et seq.*, and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons and property and their requirements to maintain a work environment free of recognized hazards. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

§ 10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Construction Manager and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Construction Manager, Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Construction Manager, Owner and Contractor.

§ 10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

§ 10.1.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Construction Manager, Architect, their 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 is asbestos or polychlorinated biphenyl (PCB) 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner 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 10.1.4. The

Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.1.4.1 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE CONSTRUCTION MANAGER AND OWNER, THEIR CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

§ 10.1.5 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Owner, Contractor, Construction Manager and Architect shall then proceed in the same manner described in Section 10.1.2.

§ 10.1.6 The Construction Manager and/or Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Construction Manager and/or Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Construction Manager and/or Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Construction Manager and/or Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Construction Manager and/or Owner, the Construction Manager and/or Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection.

§ 10.1.7 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Construction Manager or Owner while under the influence of any amount of alcohol or any controlled substance, or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

§ 10.1.8 Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Construction Manager and/or Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.1.9 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a concealed weapon, and Contractor agrees that Contractor's representatives, employees, agents, and Subcontractors will abide by same.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 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, school personnel, students, and other persons on Owner's premises and other persons who may be affected thereby including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility, including those required at paragraph 2.1.1.2.2 and 3.4.8;
- .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 or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as other buildings, and their contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities and tracks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Construction Manager, Owner or other Contractors.

§ 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Construction Manager, owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable full protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use for storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 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 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.2.8 The Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury, when all or a portion of the Work is suspended for any reason.

§ 10.2.9 The Contractor shall promptly report in writing to the Construction Manager, Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Construction Manager and/or Owner and the Architect.

§ 10.2.10 Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

§ 10.3 EMERGENCIES

§ 10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.7 and Article 7.

§ 10.3.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.4 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

§ 10.4.1 Contractor shall submit to the Architect a written certification addressed to the Construction Manager and Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Construction Manager or Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.4.2 Final Payment shall not be made until this written certification has been received.

§ 10.5 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

§ 10.5.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.5.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Construction Manager or Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.6 HAZARDOUS MATERIALS CERTIFICATION

§ 10.6 The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

§ 10.7 SALVAGE AND RECYCLING OF MATERIAL

§ 10.7.1 The Contractor shall identify and separate salvageable or recyclable materials at the Work site, which materials shall remain the sole property of the Owner unless otherwise provided in the Contract Documents or Construction Documents. Salvageable or recyclable materials shall include, but not limited to, all metals (including copper and steel), glass and window systems and frames, light fixtures, mechanical systems (including heating and ventilating systems units, pumps, toilet fixtures and sinks, and pipes and wiring attendant to such systems), and concrete and masonry materials. Such salvageable or recyclable materials so identified and separated shall be inventoried by the Contractor as directed by the Construction Manager and stored at the Work site in a secure location; the Contractor and Construction Manager shall be responsible for any loss through theft or destruction of such materials while on the Work site or other location under the direction and control of the Construction Manager. As required by the Contract Document or Construction Documents or upon request of the Owner, the salvageable or recyclable materials shall be transferred to locations for storage, re-use or recycling as determined by the Owner in its sole discretion.

ARTICLE 11 INSURANCE AND BONDS

§ 11.0.1 EVIDENCE OF INSURANCE REQUIRED. No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Construction Manager, Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Construction Manager, Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents and Construction Documents. Any deviation from these requirements can only be approved by Construction Manager and/or Owner. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Construction Manager and/or Owner. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Construction Manager and Owner and Architect not later than (5) five business days after execution of the Contract by Construction Manager and Owner. Satisfactory evidence shall include copies of the required insurance policies, declaration and endorsements themselves. The Contractor shall furnish Construction Manager and Owner all insurance amendments, renewals, notices, cancellations and additional endorsements, as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Nebraska by the Nebraska Department of Insurance, and shall be underwritten by a company rated not less than A VII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

§ 11.0.4 All insurance required herein shall name the Construction Manager and Owner, their respective officers, employees, representatives or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall be primary insurance with respect to the Construction Manager and Owner, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Construction Manager and Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.0.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Construction Manager and Owner, their respective officers, employees, representatives or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Construction Manager and Owner or others.

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.3 Certificates of insurance acceptable to the Construction Manager and Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Construction Manager and Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.4 LEVEL OF INSURANCE Unless otherwise modified by a separate Contract Document the Contractor shall maintain the following levels of insurance coverage, except Builder's Risk insurance, which shall be maintained by the Owner under paragraph 11.3, to-wit:

§ 11.1.4.1 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation	Nebraska Statutory Limit
Employer' Liability	Annual Limits Per Insured (minimum)
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$500,000

Each Contractor and each Subcontractor shall have issued a separate policy.

Each contractor and each subcontractor shall provide a blanket waiver of subrogation.

§ 11.1.4.2 AUTOMOBILE LIABILITY

Combined single limit of \$1,000,000 per occurrence.

§ 11.1.4.3 COMMERCIAL GENERAL LIABILITY

Annual Limits of Liability (minimum)	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Personal/Advertising Injury Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
.1 Occurrence form	
.2 Deductible to Contractor and Subcontractor for property damage claims not to exceed \$5,000 per occurrence	
.3 Coverage extensions to include:	
• Contractual liability to include construction contracts	
• General aggregate per project	
• Contractor to carry complete operations coverage for three (3) years following Substantial Completion (need certificate of insurance for each of three (3) years)	
• Blanket waiver of subrogation	
• Additional insured endorsement to cover vicarious liability including completed operation	
• Remove fellow employee exclusion.	
• Modified Notice of Occurrence, supervisors and up	
• Thirty (30) Day notice of cancellation basis	
.4 Excludes: Asbestos, Nuclear Energy, Engineers/Architect's E&O	

§ 11.1.4.4 EXCESS LIABILITY

Each Occurrence	\$2,000,000 (minimum)
Annual Aggregate	\$2,000,000 (minimum)

§ 11.2 CONSTRUCTION MANAGER AND/OR OWNER'S LIABILITY INSURANCE

§ 11.2.1 The Construction Manager and/or Owner shall be responsible for purchasing and maintaining their respective and separate usual liability insurance. Optionally, the Construction Manager and Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Construction Manager's or Owner's liability insurance unless specifically required by the Contract Documents.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, Construction Manager, the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.1.1 Property insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Construction Manager and Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Construction Manager and forwarded to the Owner. If the Contractor is

damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Construction Manager and/or Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

§ 11.3.1.4 The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.7.

§ 11.3.2 BOILER AND MACHINERY INSURANCE. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION. The Owner and Contractor waive all rights against each other and against the Construction Manager, Architect, Owner's other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a

duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under 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 and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one (1) of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power.

§ 11.3.11 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Construction Manager with the Owner's written approval 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 bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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 permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Construction Manager. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Construction Manager and/or Owner or one (1) of the other Contractors in which event the Construction Manager and Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents or Construction Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs

of correcting such rejected Work, including additional testing and inspections and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby.

§ 12.2.1.2 The Construction Manager and/or Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Construction Manager and Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Construction Manager on demand.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 If, within one (1) 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 9.9.1, 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 Construction Documents or the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Construction Manager and Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year 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 performance of the Work. This obligation under this Section 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Construction Manager and Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Construction Manager and Owner or Architect, the Construction Manager and Owner may correct the Work as provided in 12.2.2.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Construction Manager or Owner may perform corrective Work, at Contractor's cost. If Construction Manager and Owner perform corrective Work, then Construction Manager and Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Construction Manager and Owner within ten (10) days after written notice, then Construction Manager and Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Construction Manager and Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Construction Manager and Owner.

§ 12.2.2.2 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.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, but only as to that corrected Work.

§ 12.2.2.4 The one-year period for correction of Work is nonexclusive, and shall not be deemed to replace or supersede any applicable limitations period in contract, tort, breach of warranty or otherwise.

§ 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Construction Manager and Owner.

§ 12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Construction Manager or Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect issued through the Construction Manager, the Construction Manager or Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten

(10) days after written notice, the Construction Manager or Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Construction Manager or Owner.

§ 12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Construction Manager or Owner or other Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ 12.2.6 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.7 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Construction Manager or Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Construction Documents or the Contract Documents or by defects in the Work.

§ 12.2.8 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.8 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Construction Manager or Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.8 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.9 If, however, Construction Manager or Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Construction Documents or the Contract Documents, then an equitable deduction from the Contract Sum or Guaranteed Maximum Price shall be made by agreement between Contractor and Construction Manager or Owner. Until such settlement, Construction Manager or Owner may withhold such sums as Construction Manager or Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Construction Manager or Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Construction Manager or Owner.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Construction Manager or Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Construction Manager or Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the laws of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Lancaster County, Nebraska, or, if no county is specified, then the county in which the Owner's main administrative office is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Construction Manager, Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract

Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Notice may also be made by facsimile transmission. In such case, notice will be deemed received when the transmission is made. The party making such facsimile transmission shall also forward a copy of such notice by regular mail. Each party to the Contract shall provide all other parties with the facsimile telephone number to which all official notices should be sent, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Construction Manager's and Owner's designated representatives, with electronic confirmation of receipt.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction 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 Construction Manager and Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so the Construction Manager and Architect may observe such procedures. The Construction Manager and Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.1.1 SPECIAL INSPECTION AND SPECIAL TESTING IN ADDITION TO THE TEST AND INSPECTIONS REQUIRED OF THE CONTRACTOR. The Owner will employ Special Inspector(s) as required by the "2006 International Building Code". The Contractor shall be responsible for coordinating, notifying, and scheduling all special inspections and special testing in order to maintain the progress of the work. The Contractor shall give the Architect timely notice of when and where special inspections and special tests are to be made so that the Architect may be present for such procedures. The Owner shall bear the costs of any special inspections and special testing performed under this subsection 13.5.1.1.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so the Construction Manager and Architect may observe such procedures. The Owner shall bear such costs except as provided in Section 13.5.3.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 The Construction Manager, Owner and Contractor shall commence all litigation, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the dispute resolution method selected in the Agreement and within the time period specified by applicable law.

§ 13.8 RECORDS

§ 13.8.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least five (5) years after the date of Final Completion of the Project. Within ten (10) days of Construction Manager and/or Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Construction Manager and/or Owner, Architect or their respective representatives, at Construction Manager and/or Owner's central office.

§ 13.8.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.8.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Construction Manager and/or Owner to substantiate charges related to the Contract.

§ 13.8.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Construction Manager and/or Owner and shall be subject to the provisions of Section 13.8.1.

§ 13.8.4 Contractor shall keep all Construction Documents related to the Project, subject to the provisions of Section 13.8.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Construction Manager and/or Owner in writing that Construction Manager and Owner has obtained a copy of all as-built drawings.

§ 13.8.5 In the event that an audit by the Construction Manager and/or Owner reveals any errors/overpayments by the Construction Manager or Owner, then the Contractor shall refund to the Construction Manager for the benefit of the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Construction

Manager or Owner, at its option, reserves the right to deduct such amounts owed to the Construction Manager from any payments due to the Contractor.

§ 13.9 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Construction Manager or Owner's Project or Construction Manager or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Construction Manager and Owner, without Construction Manager's or Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Construction Manager or Owner endorses Architect or Contractor's services, without Construction Manager's or Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to, the location and deployment of security devices, security access codes, student likenesses, student record information or employee information.

§ 13.9.3 The parties acknowledge that, as a public entity in the State of Nebraska, Owner is subject to, and must comply with, the provisions of the Public Records Act, Neb. Rev. Stat. §§ 84-712, *et seq.*

§ 13.10 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.10.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.10.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, or national origin.

§ 13.11 CONTRIBUTIONS UNDER NEBRASKA EMPLOYMENT SECURITY LAW

The Contractor and all Subcontractors engaged to perform any part of the Work shall make payment to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. §§ 48-601, *et seq.* (Reissue 1988), as amended, on wages paid to individuals employed in the performance of the Contract; and before final payment shall be made of the final three percent (3%) of this Contract, the Contractor shall secure and file with the Owner, and cause any Subcontractor to secure and file with the Owner, written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or any Subcontractor to the Unemployment Compensation Fund.

§ 13.12 VERIFICATION OF IMMIGRATION STATUS

§ 13.12.1 The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Construction Manager or Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.2, or because the Construction Manager has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4 if repeated suspensions, delays or interruptions by the Construction Manager or Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or
- .5 the Construction Manager and/or Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 If one (1) of the above reasons exists, the Contractor may, upon seven (7) additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Construction Manager payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 14.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Construction Manager and/or Owner has persistently failed to fulfill the Construction Manager's or Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Construction Manager as provided in Section 14.1.2.

§ 14.2 TERMINATION BY THE CONSTRUCTION MANAGER AND/OR OWNER FOR CAUSE

§ 14.2.1 The Construction Manager and/or Owner may terminate the Contract if the Contractor:

- .1 persistently or 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 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 fails to furnish the Construction Manager and/or Owner, upon request, with assurances satisfactory to the Construction Manager and/or Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in worker misconduct or engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Construction Manager and/or Owner's ethics or conflict of interest policies; or,
- .7 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents;

§ 14.2.2 When any of the above reasons exist, the Construction Manager and/or Owner, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action,

subject to any prior rights of the surety, may without prejudice to any other rights or remedies of the Construction Manager and/or Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .3 finish the Work by whatever reasonable method the Construction Manager and/or Owner may deem expedient.

§ 14.2.3 When the Construction Manager and/or Owner terminates the Contract for one (1) of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Construction Manager and/or Owner and not expressly waived, exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Construction Manager and/or Owner. The amount to be paid to the Construction Manager and/or Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one (1) or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Construction Manager and/or Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Construction Manager and/or Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Construction Manager and/or Owner shall be entitled to proceed with the Work with Construction Manager and/or Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 If a Performance Bond has been furnished and the Contractor is declared by the Construction Manager and/or Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 SUSPENSION BY THE CONSTRUCTION MANAGER AND/OR OWNER FOR CONVENIENCE

§ 14.3.1 The Construction Manager and/or Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Construction Manager and/or Owner may determine.

§ 14.3.2 An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.3.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

*LANCASTER COUNTY SCHOOL DISTRICT 55-0001, A/K/A LINCOLN PUBLIC SCHOOLS
FOR THE NEW LPS ADMINISTRATION DISTRICT OFFICE PROJECT LOCATED AT 5901
“O” STREET, LINCOLN, NEBRASKA*

JOB SITE SECURITY REQUIREMENTS

The General Conditions for the Project provide as follows:

§ 3.4.8.3.1 If selected, the Contractor shall not assign any individual or agent to any work on an awarded project with a criminal record of a serious nature as defined by the School District/Owner’s policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

Job-Site Security Protocol:

1. Prior to performing any work or entering on the Project site, all contractors and subcontractors, and suppliers and materialmen shall sign a “Contractor/Supplier Criminal Records Certification,” a copy of which is attached hereto, certifying that such contractor shall not assign to work on the Project an employee having a criminal record as defined by the School District/Owner’s policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Such certification shall remain on file at all times during the contractor’s presence on the site.

2. The Construction Manager shall establish a school building construction site security protocol which shall include providing all employees of the contractors, employees of sub-contractors to the contractors, and other project related personnel with a “Project” badge or sticker created by the Construction Manager; each badge or sticker shall have a unique identifier number. This unique identifier number must be logged by the Construction Manager’s Site Superintendent or Project Manager so as to associate each individual’s name and company with the number on the badge. A copy of the log shall be kept at all times in the office of the Construction Manager’s Site Superintendent and must be submitted to the Lincoln Public Schools Facilities & Maintenance Department office at the end of each week. If wearing the Construction Manager-provided “Project” badge is not desirable and will interfere with the work being performed by that individual, the Construction Manager shall provide a sticker with the necessary information for identification for affected personnel, which shall include the unique number on the identification. This sticker may be affixed to the individual worker’s hard hats. All means of identification other than what is provided by the Construction Manager must be approved by the Construction Manager’s on-site Superintendent or Project Manager prior to implementation by the contractor. Identification must be visible at all times. Personnel failing to

comply with the job-site security requirements may be required by the Construction Manager or Lincoln Public Schools' personnel to leave the job-site.

3. A copy of the list of properly certified works and other personnel authorized to be on the work site shall be provided by each contractor to the Construction Manager for the Project and kept in the on-site offices.

Lincoln Public Schools**Contractor/Supplier Criminal Records Certification**

Our firm hereby certifies and agrees not to assign or allow any individual or agent to do any work at Lincoln Public Schools, 5901 O Street, Lincoln, Nebraska, or other locations under the Contract entered into between our firm and the Lincoln Public Schools who has a criminal record of a serious nature as defined by Lincoln Public Schools policy, regulations, practices or directives, including but is not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Our firm authorizes, gives consent, and agrees to periodically certify same to Lincoln Public Schools. Our firm further authorizes, gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary, to assure compliance with this requirement, and to immediately reassign and remove any individual or agent from the work site who is not in full compliance with the requirements of this paragraph.

Dated this ____ day of _____, 2012.

Name of Contract Vendor

By: _____
An Authorized Official

Lincoln Public Schools**Periodic - Contractor/Supplier Criminal Records Certification**

The undersigned hereby certifies that in accordance with the requirements of our Contract with the Lincoln Public Schools that no individual or agent assigned or otherwise has a criminal record of a serious nature as defined by Lincoln Public Schools policy, regulations, practices or directives, including but is not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Our firm authorizes and gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

Dated this ____ day of _____, 2012.

Name of Contract Vendor

By:_____
An Authorized Official

SECTION 011000 – SUMMARY**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. City of Lincoln Standard Specifications for Municipal Construction 2006.
- C. Preliminary Geotechnical Recommendations by Terracon dated 2-29-12.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Lincoln Public Schools – District Office
 - 1. Project Location: 5901 “O” Street, Lincoln, NE 68501
- B. Owner: Lincoln Public Schools, 5901 ‘O’ Street, Lincoln, NE 68501
- C. Architect: Drawings have been prepared by Sinclair Hille Architects, 700 ‘Q’ Street, Lincoln, NE 68508
- D. Construction Manager: Hampton Commercial Construction, Inc., 3701 Union Drive, Suite 100 – Lincoln, NE 68516
- E. **The Work consists of the following:**
 - 1. **Provide all labor, materials, equipment and other items necessary for the installation and completion of Site Clearing (section 311000), Earth Moving (section 312000), Erosion Control and Temporary Construction Fencing per contract documents. This is to include, but not limited to the following:**
 - All site clearing, removals of existing asphaltic and concrete paving, asphaltic or concrete curbs and sidewalks.
 - All soils contouring and grading as indicated on the contract documents.
 - All earthwork excavation, fill and compaction on contract documents.
 - All excavation and backfill at valve vault as indicated on contract documents.
 - All striping of vegetation, stockpiling, and layback of topsoil
 - All haul in or haul off of excess materials per grading plans.
 - Construction of temporary construction entrance and staging and removal upon completion of the project per contract documents.
 - Installation of silt fencing and erosion control per contract documents and removal upon completion.
 - Coordination of all soils testing for controlled fill per Geotechnical Report.

- Project foreman or project manager is required to attend weekly progress meeting to coordinate with other contractors.
- All unloading, hoisting, moving of own materials and equipment.
- All layout and surveying of own work.
- All clean up of work area on a weekly basis. Place debris in refuse container provided by others.
- Provide record documents upon completion of work to show work 'as-built' conditions for the project.

1.3 USE OF PREMISES

- A. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- B. Lincoln Public Schools does not allow the use of tobacco products within any facility or on any school grounds. No tobacco use is permitted on the property by any contractor or subcontractor.
- C. All workers or visitors to the site must check in to the construction office reporting their name and company. Identification badges may be required.

1.4 WORK SCHEDULE

- A. The work is to commence per Construction Manager's schedule, but is subject to change.
- B. Submit all shop drawings and/or product data within 2 weeks of acceptance of this proposal.

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions and comparable products.
- B. Related Sections:
 - 1. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
- B. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.4 SUBMITTALS

- A. Substitution or Comparable Product Requests received Prior to Bid: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Request Form: Submit completed "Substitution Request Prior to Bid" Form found at the end of this section to Architect for consideration. Refer to "Instructions to Bidders" for additional instructions.
 - 2. By submitting a request, the Contractor acknowledges the burden of proof of the merit of the proposed substitution is on the Contractor. Substituted equipment, material, product, etc. shall be rejected, if upon the review of the shop drawings, they are found to be in non-conformance with the specifications or the Work and shall be deemed the Contractor's obligation to provide the specified product at no additional cost to the Owner.
 - 3. When a substituted equipment, material, product, etc. requires a change in the assembly, connection, hookup, etc. of another trade, the Contractor shall be responsible for the entire cost of all other changes required to make the substituted equipment, material, product, etc. a complete and operable system.
 - 4. Form of Acceptance: All acceptable substitutions will be approved in Addenda prior to Bid Date. Contractors shall not rely upon approval made in any other manner. Requests other than as qualified above will not be considered.

- B. Substitution or Comparable Product Requests received after Award of Contract: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles
1. Request Form: Submit completed "Substitution Request After of Contract" form found at the end of this section to Architect for consideration.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, Architect certified copy of Contractor's completed "Substitution Request after Award of Contract" form, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions (and Comparable products): Investigate and document compatibility of proposed substitution (and comparable products) with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.
 - 1. When a substituted (or comparable) equipment, material, product, etc. requires a change in the assembly, connection, hookup, etc. of another trade, the Contractor shall be responsible for the entire cost of all other changes required to make the substituted (or comparable) equipment, material, product, etc. a complete and operable system.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 21 calendar days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Evidence that the proposed product has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors that may be affected.
 3. Evidence that the proposed product will not adversely affect Contractor's construction schedule.
 4. Evidence that the proposed product has received necessary approvals of authorities having jurisdiction.
 5. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 6. Evidence that proposed product provides specified warranty.
 7. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 8. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

Substitution Request Prior to Bid

Project Name: Lincoln Public Schools District Office

Date:

Architect's Project No.: 11065

Request for Substitution will be considered upon receipt of this completed form. Form must be submitted for consideration.

We request the following substitution for consideration instead of the specified item for the above project:

Section Number: _____ Specified Item: _____

Proposed Substitution: _____

Attach complete technical data, including laboratory tests if applicable. Include any changes to drawings and/or specifications required by proposed substitution.

Include with this form a point-by-point comparative chart identifying significant similarities to specified—**REQUIRED BY A/E**

Reasons for not providing specified item: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

(Substitution Request Forms submitted without adequate documentation will be returned without review)

The Undersigned certifies:

- Proposed substitution has been fully investigated & determined to be equal or superior in all respects to specified product.
- Proposed substitution does not require extensive revisions to the Contract Documents.
- Proposed substitution is consistent with the Contract Documents and will produce indicated results.
- Proposed substitution provides specified warranty.
- Proposed substitution will have no adverse effect on other trades.
- Proposed substitution has received necessary approvals of authorities having jurisdiction.
- Proposed substitution does not affect dimensions, functional clearances and is compatible with other portions of the Work.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Cost data as stated above is complete. Claims for additional costs or time that may subsequently become apparent because of failure of proposed substitution to produce indicated results are to be waived.

Authorized Signature: _____ Date: _____

A/E's REVIEW AND ACTION

☐ Substitution approved – Make submittals in accordance with Specification Section 013300

☐ Substitution approved as noted – Make submittals in accordance with Specification Section 013300

☐ Substitution rejected – Use specified materials

☐ Substitution request received to late – Use specified materials

☐ Substitution returned without review – Insufficient information

Additional comments:

Signed by: _____ Date: _____

Substitution Request after Award of Contract

Project: Lincoln Public Schools District Office

General Contractor:

Date:

From:

To:

Architect's Project No: 11065

Re:

Request for Substitution will be considered upon receipt of this completed form.

Substitutions made without completing this form and obtaining Architect's approval will be considered defective work.

General Contractor proposes the following substitution in accordance with the requirements of the Contract Documents:

Specification References: _____ Drawing References: _____

Proposed Substitution: _____

History: ☐ New product ☒ 2-5 years old ☒ 5-10 years old ☐ More than 10 years old

List all deviations from specified requirements: _____

☐ Yes, included with this form is a point-by-point comparative chart identifying significant similarities to specified

REQUIRED BY A/E

Reasons for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes;

Explain _____

Impact on specified Guarantees/Warranties: ☐ No ☐ Yes;

Explain _____

Savings to Owner for accepting substitution: ☐ No ☐ Yes; (\$ _____)

Proposed substitution changes Contract Time: ☐ No ☐ Yes;

Explain _____

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

(Substitution Request Forms submitted without adequate documentation will be returned without review)

The Undersigned certifies:

- Proposed substitution has been fully investigated & determined to be equal or superior in all respects to specified product.
- Proposed substitution does not require extensive revisions to the Contract Documents.
- Proposed substitution is consistent with the Contract Documents and will produce indicated results.
- Proposed substitution provides specified warranty.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay project schedule.
- Proposed substitution has received necessary approvals of authorities having jurisdiction.
- Proposed substitution does not affect dimensions, functional clearances and is compatible with other portions of the Work.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Cost data as stated above is complete. Claims for additional costs or time that may subsequently become apparent because of failure of proposed substitution to produce indicated results are to be waived.
- Payment will be made by the Contractor for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Response Date: _____ List date by which response by Architect is requested to maintain project schedule.
(Use specified product if Architect cannot make a decision on use of the proposed substitution within time allocated).

General Contractor Authorized Signature: _____ Date: _____
(Signature signifies General Contractor's acceptance of responsibility for accuracy and completeness of information.)

A/E's REVIEW AND ACTION

☐ Substitution approved – Make submittals in accordance with Specification Section 013300

☐ Substitution approved as noted – Make submittals in accordance with Specification Section 013300

☐ Substitution rejected – Use specified materials

☐ Substitution request received to late – Use specified materials

☐ Substitution returned without review – Insufficient information

Additional comments: _____

Signed by: _____ Date: _____

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included at end of Part 3, "Architect Supplemental Instructions".

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated or Architect-Initiated Proposal Requests: Architect will provide the Construction Manager with a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time on form included at end of Part 3, "Proposal Request". If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests provided by the Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 working days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may initiate a work change proposal request by submitting a completed General Contractor initiated proposal form to the Construction Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use Facsimile of form provided at end of Part 3, "Contractor Initiated Proposal".

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect Construction Manager will issue a Change Order for signatures of Owner and Contractor on form included at end of Part 3, "Change Order".

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on form included at end of Part 3, "Construction Change Directive". Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

Architect's Supplemental Instructions



Project: Lincoln Public Schools District Office ASI No:

Contractor: Date of Issuance:

Contract For: Architect's Project No: 11065

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

Description:

Attachments: *(Here insert listing of documents that support description.)*

Issued By: _____ Date: _____
Architect

pc: To Contractor
To Owner

Proposal Request

Project: Lincoln Public Schools District Office PR No:
Date:
Architect's Project No: 11065
Contractor: Hampton Construction Reference No.'s:

Description of proposed changes: (This is not authorization to proceed with these changes.)

All work shall be in accordance with the terms, stipulations, and conditions of the original contract.

By: _____ Date: _____
Architect

General Contractor Initiated Proposal

Project: Lincoln Public Schools District Office General Contractor Initiated Proposal No:
General Contractor: Date:
From: To:
Architect's Project No: 11065 Re:

General Contractor initiated modifications will be considered upon receipt of this completed form. Modifications made without completing this form and obtaining Architect's approval will be considered defective work.

The General Contractor proposes the following modification in accordance with the requirements of the Contract Documents:

Specification References: _____ Drawing References: _____

Proposed modification: _____

Reasons for the modification: _____

Proposed modification affects other parts of Work: ☐ No ☐ Yes; explain _____

Proposed modification changes Contract Sum: ☐ No ☐ Yes; ☐ Add ☐ Deduct (\$ _____)

☐ Yes, included with this form is a detailed summary of cost showing total charges and credits to be made—**REQUIRED BY A/E**

Proposed modification changes Contract Time: ☐ No ☐ Yes; explain _____

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐

The Undersigned certifies:

- Proposed modification has been fully investigated and determined to be equal or superior in all respects to specified product.
- Proposed modification does not require extensive revisions to the Contract Documents.
- Proposed modification is consistent with the Contract Documents and will produce indicated results.
- Proposed modification will have no adverse effect on other trades and will not affect or delay project schedule.
- Proposed modification has received necessary approvals of authorities having jurisdiction.
- Proposed modification does not affect dimensions, functional clearances and is compatible with other portions of the Work.
- Coordination, installation, and changes in the Work as necessary for accepted modification will be complete in all respects.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Cost data as stated above is complete. Claims for additional costs or time that may subsequently become apparent because of failure of proposed modification to produce indicated results are to be waived.

Response Date: _____ List date by which response by Architect is requested to maintain project schedule. (Allow not less than 10 working days for Architect's review).

General Contractor Authorized Signature: _____ Date: _____
(Signature signifies General Contractor's acceptance of responsibility for accuracy and completeness of information.)

A/E's REVIEW AND ACTION

- ☐ Proposal approved – pending receipt of fully executed Change Order should modification require a change to Contract Sum or Time.
- ☐ Proposal approved as noted – pending receipt of fully executed Change Order should modification require a change to Contract Sum or Time.
- ☐ Proposal rejected
- ☐ Proposal returned without review – Insufficient information

Additional comments:

Signed by: _____ Date: _____

Change Order

Project: Lincoln Public Schools District Office Change Order No:
Initiation Date:
Architect's Project No: 11065
To (Contractor): Contract for:
Construction Date:

You are directed to make the following changes in this Contract:

\$
\$
\$
\$
\$

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was \$
Net change by previously authorized Change Orders \$
The Contract Sum prior to this Change Order was \$
The Contract Sum will be **increased decreased unchanged** by this Change Order \$
The new Contract Sum including this Change Order will be \$
The Contract Time will be **increased decreased unchanged** by 00 days.
The Date of Substantial Completion as of the date of this Change Order therefore is **0/0/12**.

Architect
Sinclair Hille Architects
700 Q Street
Lincoln, NE 68508

Owner

Contractor

By _____

By _____

By _____

Date _____

Date _____

Date _____

Construction Change Directive

Project: Lincoln Public Schools District Office Directive No:
Date:
Architect's Project No: 11065
To (Contractor): Contract for:
Contract Date:

You are directed to make the following changes in this Contract:

Proposed Adjustments

1. The proposed basis of adjustment to the Contract Sum is:
___ Lump sum **increase decrease** of \$_____.
___ Unit Price of \$_____ per _____.
___ as provided in Subparagraph 7.3.6 of AIA Document A201, 1997 edition.
___ as follows:
2. The Contract Time is proposed to **be adjusted remain unchanged**. The proposed adjustment, if any, is **an increase of ___ days a decrease of ___ days**.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive, and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

Architect
Sinclair Hille Architects
700 Q St
Lincoln, NE 68508

Owner

Contractor

By_____

By_____ By_____

Date_____

Date_____ Date_____

SECTION 012900 – PAYMENT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Construction Manager.

1.3 SCHEDULE OF VALUES

- A. Each Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Construction Manager's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Contractor's construction schedule.
 - b. Application for Payment form, AIA G702CMa.
 - c. List of subcontractors.
 - d. Schedule of allowances.
 - e. Schedule of alternates.
 - f. List of products.
 - g. List of principal suppliers and fabricators.
 - h. Schedule of submittals.
 - 2. Submit the Schedule of Values to the Construction Manager at earliest feasible date for approval of format and breakdown, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager.
 - 1. The Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Applications for Payment, covering work, material, and equipment completed, delivered, or stored during a period ending on the 25th of each month, shall be submitted by the Contractor to the Construction Manager. Applications for Payment shall be supported by such data substantiating the Contractor's right to payment as the Owner or the Architect-Engineer may require, and reflect retainage.
- C. Payment shall be made for materials and equipment suitably stored off the site at a location agreed upon if an off-site storage agreement is approved in advance to the Construction Manager. The agreement shall be conditional upon compliance by the Contractor with procedures to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance,

storage, and transportation to the site for such materials and equipment stored off the site. Off-site storage expenses and stored material certificate of insurance costs are to be included in the base bid.

- D. Payment Application Forms: Use AIA Document G702CMA and AIA Document G703CMA as the form for Application for Payment.
- E. Application Preparation: Complete every entry on form and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Submit one executed copy of each Application for Payment to the Construction Manager ensuring receipt by the 25th of the month.
- G. Waivers of Mechanics Lien: With each Application for Payment submit waivers of mechanics liens from subcontractors or sub-subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
 - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
 - 5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of Values.
 - 4. Contractor's Construction Schedule (preliminary if not final).
 - 5. Schedule of principal products.
 - 6. Schedule of unit prices.
 - 7. Submittals Schedule (preliminary if not final).
 - 8. List of Contractor's staff assignments.
 - 9. List of Contractor's principal consultants.
 - 10. Copies of building permits.
 - 11. Copies of authorizations and licenses from governing authorities for performance of the Work.
 - 12. Initial progress report.
 - 13. Certificates of insurance and insurance policies.
 - 14. Tabulation of stored materials.
- I. Payment: Upon certification by the Construction Manager and Architect, the Owner shall make payment by the last day of the month following the 25th of the previous month, ninety percent (90%) of the value of labor and materials incorporated in the Work and ninety percent (90%) of materials suitably stored in accord with Subparagraph 9.3.2 of the General Conditions. When the project is fifty percent (50%) complete, retainage may be reduced to five percent (5%) of the contract amount providing a Consent of Surety to Reduction in Retainage is provided from the bonding company.

- J. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Administrative actions and submittals that shall proceed or coincide with this application include:
1. Occupancy permits and similar approvals.
 2. Warranties (guarantees) and maintenance agreements.
 3. Test/adjust/balance records.
 4. Maintenance instructions.
 5. Meter readings.
 6. Start-up performance reports.
 7. Change-over information related to Owner's occupancy, use, operation and maintenance.
 8. Final cleaning.
 9. Advice on shifting insurance coverages.
 10. Final progress photographs.
 11. List of incomplete Work, recognized as exceptions to Architect-Engineer's Certificate of Substantial Completion.
 12. Extra stock.
- L. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to Owner.
 6. Certified property survey.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish and similar elements.
 9. Change of door locks to Owner's access.
 10. Certification stating that no asbestos was used in the manufacture or fabrication of products and materials used in the construction of this project.
- M. Final Payment: After Final Completion, and upon receipt of Applications for Payment, accompanied by Consent of Surety Company to Final Payment and Contractor's Affidavit of Payment of Debts and Claims executed on AIA Document G707 and G706, April 1970 Editions respectively, and other items required in Section 01800, and upon certification of the Construction Manager, Architect-Engineer, the Owner shall pay the Contractor the entire balance of the Contract Sum 30 days after the final acceptance by the Owner.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 012900**

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination Drawings.
 - 3. Requests for Interpretation (RFIs).
 - 4. Project meetings.
- B. Related Sections include the following:
 - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Construction Manager or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATION SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within **10 working** days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room and in temporary field office. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to scale large enough to indicate and resolve conflicts. Do not base Coordination Drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - e. Indicate required installation sequences.
 - f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.

2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFI's submitted to Architect by other entities controlled by Contractor with no response.
 2. By submission of the RFI the Contractor acknowledges that they have fully read and understand their responsibilities stipulated in Supplementary General Conditions, paragraph 3.2 and attests to the fact that having carefully reviewed the Contract Documents and coordinated the Work with the appropriate trades and reviewed field conditions, that the information requested couldn't be reasonably obtained from such efforts.
 3. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Project number
 3. Date.

4. Name of Contractor.
 5. Name of Architect and Construction Manager.
 6. RFI number, numbered sequentially.
 7. RFI subject
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Use Form at end of Part 3, "Request for Information" or a form pre-approved by Architect.
1. Submit RFI forms and attachments to Architect electronically in a single bound document.
 - a. Electronic Format: Adobe Acrobat PDF.
 - b. Subject Line of electronic submission to be formatted as follows:
 - 1) LPS DO_RFI 000_Brief Description of RFI Subject.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 calendar days of issuance of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at progress meetings. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was issued.

- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven calendar days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of Record Documents.
 - m. Use of the premises.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.

4. Minutes: Record and distribute meeting minutes.

- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.

- h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Owner's partial occupancy requirements.
 - k. Installation of Owner's furniture, fixtures, and equipment.
 - l. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes
- D. Progress Meetings: Conduct progress meetings at monthly intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFI's
 - 14) Status of proposal requests.
 - 15) Pending changes
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes
 - 18) Documentation of information for payment requests.
 - 4. Minutes: Record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

Request for Information

Project: Lincoln Public Schools District Office RFI No:

Date:

Architect's Project No: 11065

Contractor: To:

Contractor request for interpretation will be considered upon receipt of this completed RFI form.

By submission of this form the Contractor acknowledges that they have fully read and understand their responsibilities stipulated in Supplementary General Conditions, paragraph 3.2 and attests to the fact that having carefully reviewed the Contract Documents and coordinated the Work with the appropriate trades and reviewed field conditions, that the information requested couldn't be reasonably obtained from such efforts.

Description of Requested information:

Specification References: _____ Drawing References: _____ Submittal References: _____

Contractor's suggested method of resolving issue:

Sketches and/or pages attached: ☐ Yes ☐ No

Potential impact on Contract time or Contractor sum: _____

Response Date: _____ List date by which response by Architect is requested to maintain project schedule. Submit RFI in a prompt manner so as to avoid delays in Contractor's work or work of subcontractor. Allow a minimum of seven working days for Architect's response.

Signed: _____, Project Superintendent

Signature signifies acceptance of responsibility for accuracy and completeness of information.

ARCHITECT/ENGINEER RESPONSE

Notations listed below indicate the Architect's action on method proposed by the Contractor to resolve issue or remarks in response to RFI when no Contractor recommendation has been provided. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, the Contractor shall notify Architect in writing within 10 calendar days of the issuance of the RFI response.

Sketches and/or Pages Attached: ☐ Yes ☐ No

By: _____ Date: _____

Architect/Engineer

SECTION 013300 - SUBMITTAL PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

- a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the architectural sheets contained within the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals subject to conditions stated in section 013300, paragraph 1.5.
 1. Following the award of the Contract, the successful Contractor or Supplier may, at their option, obtain electronic digital CAD files from the Architect of the architectural sheets contained within the Construction Drawing set at a charge of \$100 (one hundred dollars) per sheet plus any additional costs for shipping or handling. Files will be released upon receipt of payment. Under no circumstances shall delivery of the electronic files for use by the Recipient be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for any loss of profit or any consequential damages as a result of the Recipients use or reuse of these electronic files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - 1) By use of the electronic information, the Recipient acknowledges that the computer-generated drawings may be incomplete or contain omissions and use of the information constitutes an assumption of all risk by the Recipient. The Recipient agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect, our officers, directors, employees, agents or subconsultants that may arise out of or in connection with the Recipients use of these electronic files. Furthermore, to the fullest extent permitted by law, the Recipient acknowledges that they will indemnify and hold the Architect harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these electronic files.
 - 2) The electronic digital CAD files are not Construction Documents. Differences may exist between these electronic digital CAD files and corresponding signed and sealed hard-copy construction documents. The Architect makes no representation regarding the accuracy or completeness of the electronic information. In the event that a conflict arises, the signed and sealed hard-copy construction documents shall govern. The Recipient is responsible for determining if any conflicts exists and to field verify critical areas of his or her work.
 - b. The use of the electronic digital CAD files is intended solely as a convenience and for informational purposes only to the contractor/supplier strictly for their use in preparation of shop drawings pursuant the Contract Documents and may not be shared with other parties without obtaining prior written approval from Sinclair Hille Architects. The information contained therein may be incomplete or become altered by data transfer between computers. The Architect makes no representation as to the compatibility of these files with the Recipients hardware or software. Use of the electronic information constitutes an

assumption of all risk by the Recipient. United States Copyright Law strictly prohibits any other use of these files.

- c. Digital Drawing Software Program: The electronic digital CAD files are available in Microstation DGN format or AutoCad DWG format.
- d. Contractor shall execute a Digital Data Licensing Agreement. Use Form at end of Part 3, "Digital Data Licensing Agreement".

- 1) Certified form (and associated fees) must be received by Architect prior to the release of Digital Data.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

- 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
- 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

- 1. Initial Review: Allow 15 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- 3. Resubmittal Review: Allow 15 calendar days for review of each resubmittal.
- 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 calendar days for initial review of each submittal.

D. Submittal Exchange: All submittals will be managed electronically using Submittal Exchange, a web based product for tracking construction forms and submittals. With few exceptions, paper submittals will not be accepted. Deliver material samples as required under separate cover with reference to electronic submittal.

- 1. The cost of the service will be paid for by the Construction Administrator.
- 2. Project participants will be required to attend a training session to learn how to use the software.
- 3. Contractor will still be required to submit one paper copy of key product shop drawings for the benefit of review and mark-up.
 - a. Contractor's mark-ups should be made to the paper copy submittal prior to distribution to the Architect.
 - b. Submittal should be simultaneously uploaded to Submittal Exchange and will be replaced with an electronic version of the marked up copy once the Architect's review has been completed.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a hyphen and then a sequential number (e.g., LPSDO-061000-01). Resubmittals shall include the suffix "hyphen R" followed by a sequential number (e.g., LPSDO-061000-01-R1).
 3. Transmittal Form for Electronic Submittals: Provide locations on the form for the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
1. Highlight, encircle or otherwise specifically identify deviations from the Contract Documents on submittals. In absence of such written notice the Architect's approval shall not apply.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Reviewed" or "Furnish as Corrected" or similar action indicated in the Architect/Engineer review comments.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked "Reviewed" or "Furnish as Corrected" or similar action indicated in the Architect/Engineer review comments.

PART 2 - PRODUCTS**2.1 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Post electronic submittals as PDF electronic files directly to Submittal Exchange specifically established for Project.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted pursuant to section 013300, paragraph 1.5.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.

- d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
 - 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file, with the exception of the following submittals which shall be submitted as one paper copy for review and mark-up in addition to the PDF file:
 - 1) Division 3 Shop Drawings
 - 2) Division 5 Shop Drawings
 - 3) Section 064023 – Interior Architectural Woodwork
 - 4) Section 081113 – Hollow Metal Doors and Frames
 - 5) Section 084113 – Aluminum-Framed Entrances and Storefronts
 - 6) Section 084413 – Glazed Aluminum Curtain Walls
 - 7) Section 087100 – Door Hardware
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or designated to be retained by the Architect or designated as Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect may elect to retain the full sample sets and return submittal with options selected.
 - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used

materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain two sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
 - 1. The Contractor shall direct specific attention, in writing or on resubmittal shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Architect. In absence of such written notice the Architect's approval shall not apply to such revisions.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. By approving shop drawings, product data, samples and other types of submittals, the Contractor represents to the Architect that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information within such submittals with other Work and of the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that have not been reviewed completely by the Contractor for compliance with the Contract Documents or that do not bear Contractor's approval stamp and will return the submittal to the Contractor for resubmission.
 - 1. If in the sole good faith opinion of the Architect, the Architect deems there is evidence that the Contractor did not review, check, correct or has not otherwise identified deviations from the Contract Documents prior to submitting the submittal to the Architect, the Architect will return the submittal to the Contractor without review to allow the Contractor to complete their review prior to resubmission to the Architect.
 - 2. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by Architect's approval of submittal unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to specific deviation as a minor change in the Work or (2) a change order or construction change directive has been issued authorizing the deviation.
 - 3. The Contractor shall not be relieved of responsibility for errors or omissions contained within submittal by the Architect's approval thereof.
- B. Action Submittals: Architect will review each submittal only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents, make marks to indicate corrections or modifications required, and return submittal to the Contractor with a shop drawing review form appropriately marked to indicate action taken, as follows

1. Reviewed: Where the submittal is marked "Reviewed" (or similar action indicated in Architect's consultants review comments), the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final acceptance will depend on that compliance.
 - a. Review of such submittals is not conducted for the purposes of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
 2. Furnish as corrected: Where the submittal is marked "Furnish as corrected" (or similar action indicated in Architect's consultants review comments), the Work covered by the submittal may proceed provided it complies both with the Architect's and Architect's consultants notations and/or corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 - a. Review of such submittals is not conducted for the purposes of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
 3. Revise and resubmit: Where the submittal is marked "Revise and resubmit" (or similar action indicated in Architect's consultants review comments), do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery or other activity for the product submitted. Revise or prepare a new submittal according to Architect's and/or Architect's consultants notations and/or corrections and resubmit to Architect for further consideration.
 - a. Do not use, or allow others to use, submittals marked "revise and resubmit" at the project site or elsewhere where work is in progress.
 4. Rejected: Where the submittal is marked "Rejected" (or similar action indicated in Architect's consultants review comments), do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents and submit to Architect for further consideration.
 - a. Do not use, or allow others to use, submittals marked "Rejected" at the project site or elsewhere where work is in progress.
 5. Incomplete: Where the submittal is marked "Incomplete", do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents and submit to Architect for further consideration.
 6. Returned Without Action: If the submittal is primarily for record purposes, special processing, or other contractor activity or not required by the Contract Documents, the submittal may be returned marked "Returned Without Action".
 7. Returned Without Review: Items submitted and not reviewed completely by the Contractor for compliance with the Contract Documents before submitting to Architect or does not bear the Contractor's approval stamp will be returned marked "Returned Without Review" to allow the Contractor to complete their review and make marks to indicate corrections or other modifications required and return the corrected submittal to the Architect for further consideration.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are unacceptable, will be considered nonresponsive, marked as incomplete and will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

DIGITAL DATA LICENSING AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

- 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the terms of the license.
- 1.2 This Agreement is the entire and integrated agreement between the parties. Except as specifically set forth herein, this agreement does not create any other contractual relationship between the parties.
- 1.3 Digital Data is defined as information, communications, CAD drawings, or designs created or stored for the Project in digital form.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

- 2.1 The Transmitting Party grants the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively to perform services or construction for the Project in accordance with the conditions set forth in Article 3.
- 2.2 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data and grant a license for its use on the Project, or (3) is authorized to transmit Confidential information.
- 2.3 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.
- 2.4 The Receiving Party acknowledges that the Digital Data may be incomplete or contain omissions and use of the information constitutes an assumption of all risk by the Receiving Party. The Receiving Party agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Transmitting Party, its officers, directors, employees, agents or subconsultants that may arise out of or in connection with the Receiving Party's use of the Digital Data. Furthermore, to the fullest extent permitted by law, the Receiving Party shall defend, indemnify and hold harmless the Transmitting Party from and against all claims arising from or related to the Receiving Party's use of the Digital Data.
- 2.5 The Receiving Party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

ARTICLE 3 LICENSE CONDITIONS

- 3.1 The Parties agree to the following conditions on the limited license granted in Section 2.1:

- 3.1.1** Digital Data are not Construction Documents. Differences may exist between the Digital Data and corresponding signed and sealed hard-copy Construction Documents. The Transmitting Party makes no representation regarding the accuracy or completeness of the Digital Data. In the event that a conflict arises, the signed and sealed hard-copy Construction Documents shall govern. The Receiving Party is responsible for determining if any conflicts exists and to field verify critical areas of his or her work.
- 3.1.2** The use of the Digital Data is intended solely as a convenience and for information purposes only to the Receiving Party strictly for their use in preparation of shop drawings pursuant to the Contract Documents and may not be shared with other parties without obtaining prior written approval from the Transmitting Party. The Digital Data may be incomplete or become altered by data transfer between computers. The Transmitting Party makes no representation as to the compatibility of the Digital Data with the Receiving Party's hardware or software. Use of the Digital Data constitutes an assumption of all risk by the Receiving Party.
- 3.1.3** The Transmitting Party will use its best efforts to provide Digital Data that is virus free, uncorrupted and resemble current printed documents. However, the Transmitting Party cannot warrant that the Digital Data is complete without defects, inaccuracies, omissions or that the Digital Data will be virus free. In no event shall the Transmitting Party be liable for any loss of profit or any consequential damages as a result of the Receiving Party's use or reuse of the Digital Data

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

- 4.1** The Receiving Party agrees to pay the Transmitting Party a fee or other compensation as defined in Section 013300 of the Project Specifications for the Receiving Party's use of the Digital Data.

TRANSMITTING PARTY

RECEIVING PARTY

(Printed name and title)

(Printed name and title)

SECTION 014000 - QUALITY REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
 - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspect.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind

indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 7. Demolish and remove mockups when directed, unless otherwise indicated.
- J. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
 - 1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Notifying Architect, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 5. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
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ICC	International Code Council www.iccsafe.org	(888) 422-7233
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ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
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UBC	Uniform Building Code (See ICC)	
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- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
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CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
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DOC	Department of Commerce www.commerce.gov	(202) 482-2000
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DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-6257
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DOE	Department of Energy www.energy.gov	(202) 586-9220
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EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
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FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
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FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
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FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
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GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard	

(See FS)

FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil Available from Defense Standardization Program www.dps.dla.mil Available from General Services Administration www.gsa.gov Available from National Institute of Building Sciences www.wbdg.org/ccb	(215) 697-2664 (202) 619-8925 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service: Pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 20 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 - 3. Drinking water.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service underground unless otherwise indicated.

- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- J. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within the limits of construction.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
 - 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Provide temporary parking areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as directed by Owner.

2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touchup signs so they are legible at all times.
- H. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Temporary Elevator Use: See Division 14 Sections for temporary use of new elevators.
- K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- L. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.
 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Refer to Division 01 Section "Substitution Procedures" for information relating to comparable product requests received Prior to Bid and after Award of Contract.
- B. Product Substitution Requests: Refer to Division 01 Section "Substitution Procedures" for information relating to substitution requests received Prior to Bid and after Award of Contract.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS**2.1 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience received Prior to Bid and after Award of the Contract may be considered. Refer to Division 01 Section "Substitution Procedures" for information relating to comparable product and substitution requests received Prior to Bid and after Award of Contract.
 2. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience received Prior to Bid and after Award of the Contract may be considered. Refer to Division 01 Section "Substitution Procedures" for information relating to comparable product and substitution requests received Prior to Bid and after Award of Contract.
 3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in Division 01 Section "Substitution Procedures" for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS AND PRODUCT SUBSTITUTIONS

- A. Refer to Division 01 Section "Substitution Procedures" for information relating to substitution requests received Prior to Bid and after Award of Contract.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for limits on use of Project site.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Final Property Survey: Submit [10] <Insert number> copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

- D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls," and Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous construction waste.
 - 2. Recycling nonhazardous construction waste.
 - 3. Disposing of nonhazardous construction waste.
- B. Related Requirements:
 - 1. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
 - 2. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:
 - 1. Construction Waste:
 - a. Masonry and CMU.
 - b. Lumber.
 - c. Wood sheet materials.
 - d. Wood trim.
 - e. Metals.
 - f. Roofing.
 - g. Insulation.
 - h. Carpet.
 - i. Gypsum board.
 - j. Piping.
 - k. Electrical conduit.

- I. Packaging: Salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.5 INFORMATIONAL SUBMITTALS

- A. At project completion, submit a compilation of the following information:
 1. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
 2. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 1. Review requirements for documenting quantities of each type of waste and its disposition.
 2. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 3. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 4. Review waste management requirements for each trade.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 IMPLEMENTATION

- A. General: Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management efforts during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 1. Review procedures and locations established for recycling and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be recycled.
2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Available Waste Management Services: WasteCap Nebraska, a non-profit organization providing non-regulatory waste reduction and recycling services to Nebraska businesses will offer construction waste management services, helping to provide plans and track recycled materials as well as train site personnel on recycling efforts for the job. Use of these services is an option the Contractor may elect to utilize. Any costs associated with such services are the responsibility of the Contractor.
- C. Recycling Receivers and Processors: Organizations and locations that will accept materials for recycling purposes are available at www.wastecapne.org. Website is associated with WasteCap Nebraska, a non-profit organization that provides non-regulatory waste reduction and recycling services to Nebraska businesses.
- D. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- E. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- F. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from the weather.
 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 2. Polystyrene Packaging: Separate and bag materials.
 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Wood Materials:
 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Execution" for progress cleaning of Project site.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Contractor certified copy of Design Professional's List(s) of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain **[Architect's]** **[Construction Manager's]** signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
 - 6. Advise Owner of changeover in heat and other utilities.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements, including touchup painting.
 - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection if the Architect's initial inspection discloses any item(s), whether or not included on the Contractor's list, which is not sufficiently complete due to, but not limited to, incomplete work, deficient work and/or non-addressed work in accordance with the Contract Documents, such that a Certificate of Substantial Completion cannot be issued, the Contractor shall complete or correct such item(s) upon notification by the Architect. The Contractor shall then submit a request for re-inspection by the Architect to determine Substantial Completion.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. Costs incurred by the Architect or the Architect's Consultants associated with "Substantial Completion" re-inspections resulting from the Contractor's failure to have the Work sufficiently complete at time of the initial inspection shall be borne solely by the Contractor.
 - 1) Design Professional re-inspection service fees, owed by the Contractor, will be billed by the Architect on a time and material basis at the Architect's current billing rates and the Owner will deduct this amount from the Contractor's Final Payment request.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Contractor. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. If the Architect's initial inspection discloses any item(s), which are not fully complete due to, but not limited to, incomplete work, deficient work and/or non-addressed work in accordance with the Contract Documents, such that certification of the Certificate of Final Payment cannot be completed, the Contractor shall complete or correct such item(s) upon notification by the Architect. The Contractor shall then submit a request for re-inspection by the Architect to determine Final Completion.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. Costs incurred by the Architect or the Architect's Consultants associated with "Final Completion" re-inspections resulting from the Contractor's failure to have the Work fully complete at time of the initial inspection shall be borne solely by the Contractor.
 - 1) Design Professional re-inspection service fees, owed by the Contractor, will be billed by the Architect on a time and material basis at the Architect's current billing rates and the Owner will deduct this amount from the Contractor's Final Payment request.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order, starting with exterior areas first and [proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:

- a. Project name.
 - b. Date.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls," and Division 01 Section "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700



SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. City of Lincoln Standard Specifications for Municipal Construction 2006.
- C. Report of Geotechnical Exploration by Terracon.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees, shrubs, groundcovers, plants and grass to remain.
 - 2. Removing existing trees, shrubs, groundcovers, plants, and grass.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, and abandoning site utilities in place, removing site utilities.
 - 7. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site and disposed of in a lawful manner.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings, according to Division 01 Section "Project Record Documents," identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to The City of Lincoln Drainage Criteria Manual, Chapters 8 and 9, Lower Platte South NRD, Nebraska Department of Environmental Quality, sediment and erosion control Drawings, and the Storm Water Pollution Prevention Plan.
- B. Reference the City of Lincoln Standard Specifications for Municipal Construction 2006, for erosion control specifications.
- C. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established. Contractor to submit a weekly inspection summary and an inspection summary within 24 hours of a rain event of 0.50 inches or more.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. It is the contractors responsibility to obtain proper NPDES permits on soil borrow sites.

3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.

1. Do not store construction materials, debris, or excavated material within fenced area.
 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
 3. Maintain fenced area free of weeds and trash.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
1. Cover exposed roots with burlap and water regularly.
 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 3. Coat cut faces of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 4. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.
1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by Architect.

3.4 UTILITIES

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Engineer's written permission.
- B. Protect all existing utilities in place.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches (450 mm) below exposed subgrade.
 4. Use only hand methods for grubbing within tree protection zone.
 5. Chip removed tree branches and dispose of off-site.

- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 - 2. Do not stockpile topsoil within tree protection zones.
 - 3. Dispose of excess topsoil as specified for waste material disposal.
 - 4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
 - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1- RELATED DOCUMENTS

- 1.1 Report of Geotechnical Exploration by Terracon. See Appendix of Specifications.

PART 2 - GENERAL

2.1 SUMMARY

- A. Section Includes:
1. Excavating and backfilling for utility trenches.

2.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

- H. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

2.3 QUALITY ASSURANCE

- A. Preexcavation Conference: Conduct conference at Project site.

2.4 PROJECT CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

PART 3 - PRODUCTS

3.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: To be determined by Geotechnical Engineer.
- C. Unsatisfactory Soils: To be determined by Geotechnical Engineer.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

3.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 4 - EXECUTION

4.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

4.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

4.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

4.4 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

4.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrows soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

4.6 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course.
- D. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

4.7 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.

2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

4.8 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

4.9 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

4.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.

4.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

4.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

4.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

PRELIMINARY GEOTECHNICAL RECOMMENDATIONS

A geotechnical engineering exploration has been completed for the proposed three story LPS District Office building, and adjacent retail shop and grocery store, located southeast of the intersection of O Street and Cotner Boulevard in Lincoln, Nebraska. As requested, nineteen (19) soil borings were performed to depths of approximately 10 to 80 feet below the existing ground surface. Logs of the borings and cone sounding data plots along with an Exploration Location Diagram are attached to this summary.

We are generating a formal geotechnical report. We are providing these preliminary geotechnical recommendations to assist with design development of the bid package.

Based on the information obtained from our subsurface exploration, the site can be developed for the proposed project. The following geotechnical conditions and considerations were identified for the earthwork phase of this project:

General Findings:

- The borings generally encountered loess soils (lean to fat clay and lean clay) underlain by sands and glacial till soils and silty fine sands to the depths explored. Existing fill soils were encountered overlying the native soils in Borings B-3, B-5, B-7, B-12, B-13, B-15, B-18 and B-19.
- Groundwater was encountered at depths of about 19 to 28 feet in some borings.
- Medium strength lean clay soils with relatively high moisture contents were encountered in the borings.
- Moderate plasticity (lean to fat clay) soils were encountered in the borings. These soils can experience volume changes (shrink-swell movements) with variations in moisture content. Footing foundations, floor slabs, and pavements supported on expansive soils may experience cycles of upward and downward movement that may result in distortion or structural damage. The following sections provide recommendations for helping to prevent post-construction moisture variations in the expansive soils, to help mitigate the effects of soil shrinkage and expansion. However, even if these procedures are followed, some movement and cracking in the structures should be anticipated. The severity of cracking and other cosmetic damage such as uneven floor slabs will probably increase if any modification of the site results in excessive wetting or drying of the expansive soils. Eliminating the risk of movement and cosmetic distress may not be feasible, but it may be possible to further reduce the risk of movement if significantly more expensive measures are used during

Preliminary Geotechnical Recommendations

Proposed LPS District Office Building and Retail Development ■ Lincoln, Nebraska

February 29, 2012 ■ Terracon Project No. A3125004



construction. We would be pleased to discuss other construction alternatives with you and the owner.

- Terracon should be retained to review project plans and specifications. Close monitoring of the construction operations discussed herein will be critical in achieving the design subgrade and foundation support. We therefore recommend that Terracon be retained to monitor earthwork, grading, and foundation and floor slab construction.

LPS Office Building:

- All existing fill soils be removed from the building areas, and replaced with imported, low-plasticity cohesive soil.
- A layer of low plasticity fill should be provided below all grade-supported floor slabs.
 - We recommend the basement slab be underlain by a granular drainage layer at least 6 inches thick, in turn underlain by at least 18 inches of low-plasticity cohesive fill. Using a FFE of 1248.3 feet for the 6-inch thick basement slab, the bottom elevation of the low-plasticity cohesive fill will be at 1245.8 ft.
 - We recommend the main level slab be underlain by an aggregate base, in turn underlain by at least 24 inches of low-plasticity cohesive fill. Using a FFE of 1263 feet for the 6-inch thick floor slab, the bottom elevation of the low-plasticity cohesive fill will be at 1260 ft.
- A subdrain system is recommended below the basement-level floor slab, and a granular drainage layer at least 6 inches thick is recommended below the basement-level floor slab.
- Support of the building loads on spread footing foundations appears feasible. Due to heavy loads and differential soils conditions between the basement and the slab-on-grade section, we recommend either supporting the footings on glacial till or a deep foundation system extending into the glacial till.
- A granular drainage layer and subdrains are recommended around the outside perimeter of the basement walls, to help prevent hydrostatic loading.

Retail Building and Anchor:

- We recommend all existing fill soils be removed from the building areas, and replaced with imported, low-plasticity cohesive soil.
- We recommend grade raise fills be placed at least 3 weeks prior to foundation and floor slab construction within the anchor (grocery store) to help limit post construction settlement.

- We recommend providing a layer of low plasticity fill below all grade-supported floor slabs.
 - We recommend the retail building slab be underlain by an aggregate base, in turn underlain by 2½ feet of low-plasticity cohesive fill. Using a FFE of 1261 feet for the 6-inch thick slab, the bottom elevation of the low-plasticity cohesive fill will be at 1257.5 ft.
 - We recommend the anchor (grocery store) slab be underlain by an aggregate base, in turn underlain by 2½ feet of low-plasticity cohesive fill. Using a FFE of 1254 feet for the 6-inch thick slab, the bottom elevation of the low-plasticity cohesive fill will be at 1250.5 ft.
- Support of the building loads on spread footing foundations appears feasible. Spread footing foundations for the retail structure and grocery building could be supported on the suitable natural lean clay soils, or structural fill extending to suitable natural lean clay soils.

Exterior Pavements:

- Existing fill that is stable under a proofroll may be left in place under exterior pavements. However, leaving existing fill in-place below pavements presents a risk to the owner of premature pavement deterioration. Complete removal of the existing fill would be necessary to eliminate this risk. It is our experience and recommendation that reasonable pavement performance can be achieved by proofrolling the existing fill at subgrade level (in cut areas) or prior to placing fill, and removing unstable areas.
- Moderately expansive clay and existing fill soils are expected in the pavement area. We recognize that complete removal in the pavement area would require significant excavations and that the existing pavement has reportedly performed adequately. Pavements in Lincoln area are commonly supported on moderate plasticity clay. If the owner is willing to accept a higher risk of pavement movement, consideration can be given to supporting the proposed pavement on existing moderately plasticity soils. This would involve a slightly higher risk of pavement movement if the soils experience moisture content fluctuations following construction. If the existing soils are used in place, we recommend proofrolling the subgrade with a loaded dump truck and recompact at least the upper 8 inches of the subgrade to at least 98 percent of the material's standard Proctor density (ASTM D 698). Cohesive fill materials used below pavements should be compacted at a moisture content within 0 to +4 percent of the material's optimum. As alternate, the owner could consider lime stabilizing the on-site soils to help reduce the risk of pavement movement. If this option is selected we recommend that the lime stabilization extend to depths of at least 12 inches below the pavement subgrade. Another alternative would be to import at least 18 inches of lean clay soils beneath the pavements to provide a more uniform subgrade and also reduce the risk of post-construction moisture variations. The owners of the project should be consulted to determine the economic impacts of these alternatives and to assess the risk levels of these alternatives in comparison with the owner's risk tolerance.

Structural Fill Composition Requirements

We recommend the structural fill meet the following material composition requirements:

Fill Type ¹	USCS Classification	Acceptable Location for Placement
Low Plasticity Cohesive ⁵	CL LL _≤ 45 and 10 _≤ PI _≤ 25 ²	Most locations and elevations.
Moderate Plasticity Cohesive ^{5,6}	CL LL _{<} 50 and 10 _{<} PI _{<} 30 ²	Below exterior pavements.
Well Graded Granular ⁴	SP, SW, GW	Granular leveling course below floor slabs.
Granular Drainage Layer ⁷	SP, SW	Granular drainage layer below basement-level slab and adjacent to below-grade basement walls.
On-Site Soils ³	Varies	The majority of the on-site soils are not suitable for reuse as “Low Plasticity Cohesive” fill. However, the on-site soils appear suitable for moderately plasticity cohesive fill, and can be used below exterior pavements if meeting the plasticity criteria above.

1. Structural fill should consist of approved materials that are free of organic matter, debris, and particles larger than 3 inches in maximum dimension. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.
2. LL = Liquid Limit, PI = Plasticity Index.
3. Sorting of on-site fat clay and soils containing debris, organics, etc, will be necessary. Delineation of unsuitable on-site soils should be performed in the field by a Terracon representative. Moisture conditioning will be necessary for the on-site soils.
4. Well-graded, crushed stone or crushed concrete, containing 100 percent passing the 1-inch sieve, less than about 40 percent passing the No.40 sieve, and less than 5 percent passing the No. 200 sieve. Should be placed only immediately prior to placing floor slab concrete. If this layer serves as a capillary moisture break, it should be at least 4 inches thick.
5. Fill meeting a PI of 10 to 20 is preferred; however, based on our knowledge and experience in Lincoln, we anticipate that finding fill soils meeting a PI of 20 or less may be difficult. Utilizing lean clay soils with a liquid limit of less than 45 percent and a plasticity index between 20 and 25 percent is generally accepted in the Lincoln area, although this will somewhat increase the risk of shrink-swell movement.
6. Utilizing soils with higher liquid limits and plasticity indices can be considered below the pavements, although this will increase the risk of shrink-swell movement.
7. Well-graded, free-draining, granular material placed below the basement level floor slab and adjacent to below-grade basement walls. We recommend this material be well-graded, have a maximum particle size of 1 inch, and contain less than 7 percent fines. Nebraska Department of

Preliminary Geotechnical Recommendations

Proposed LPS District Office Building and Retail Development ■ Lincoln, Nebraska

February 29, 2012 ■ Terracon Project No. A3125004



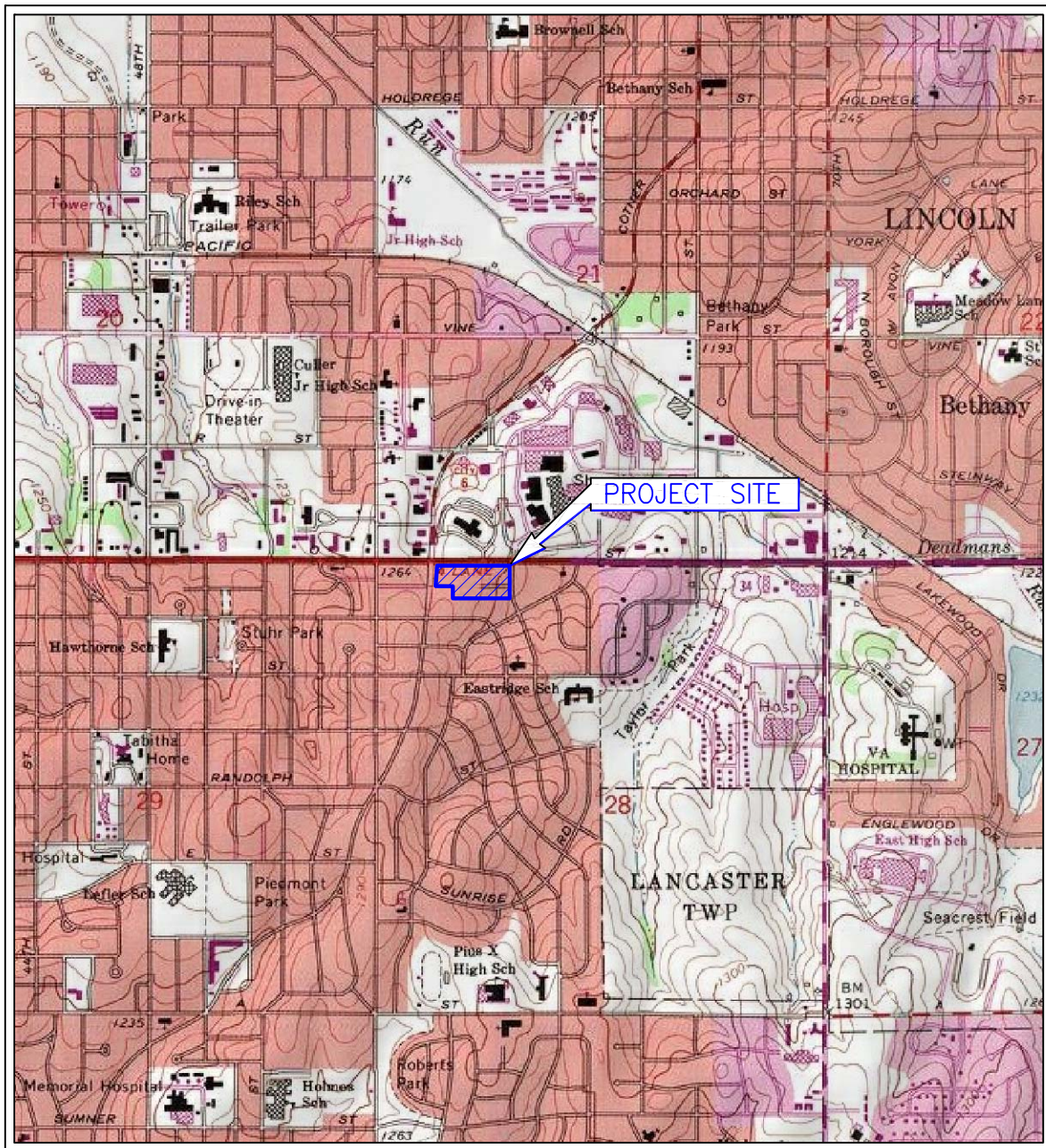
Fill Type ¹	USCS Classification	Acceptable Location for Placement
Road "47B Fine Aggregate for Concrete" or approved alternate.		

Structural Fill Compaction Requirements

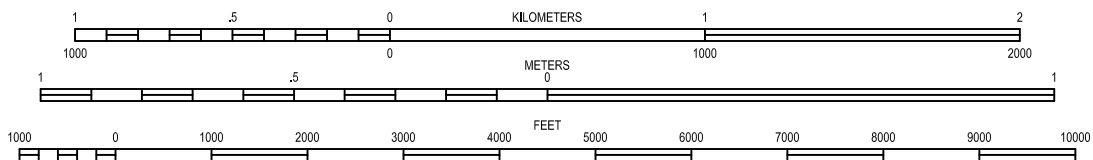
Item	Description
Fill Lift Thickness ⁴	8 inches or less in loose thickness
Compaction Requirements ^{1,3} ■ Below footings and upper 8 inches below pavement ■ All other locations	98% of the material's maximum standard Proctor dry density (ASTM D 698) 95% of the material's standard Proctor maximum dry density (ASTM D 698), or 70% of relative density (ASTM D 4253/4254).
Moisture Content – Cohesive Soil	Within the range of 0 to +4 percent of the optimum moisture content as determined by the standard Proctor test at the time of placement and compaction
Moisture Content – Granular Material ²	Workable moisture levels

1. We recommend compacted fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
2. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled or containing excess water (ponding).
3. Consideration can be given to compacting all fill below pavements to 95% during mass grading. Immediately prior to paving, we recommend the subgrade below exterior pavements be rough-graded as needed, proofrolled, and then scarified and recompacted.
4. Thinner lifts may be required in excavations or confined areas, or when hand-operated compaction equipment is used.

**LOCATION DIAGRAMS
DRAFT LOGS,
AND SWELL TEST RESULTS**



SCALE 1:24 000



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

LINCOLN, NEBRASKA
QUADRANGLE
1980
7.5 MINUTE SERIES (TOPOGRAPHIC)

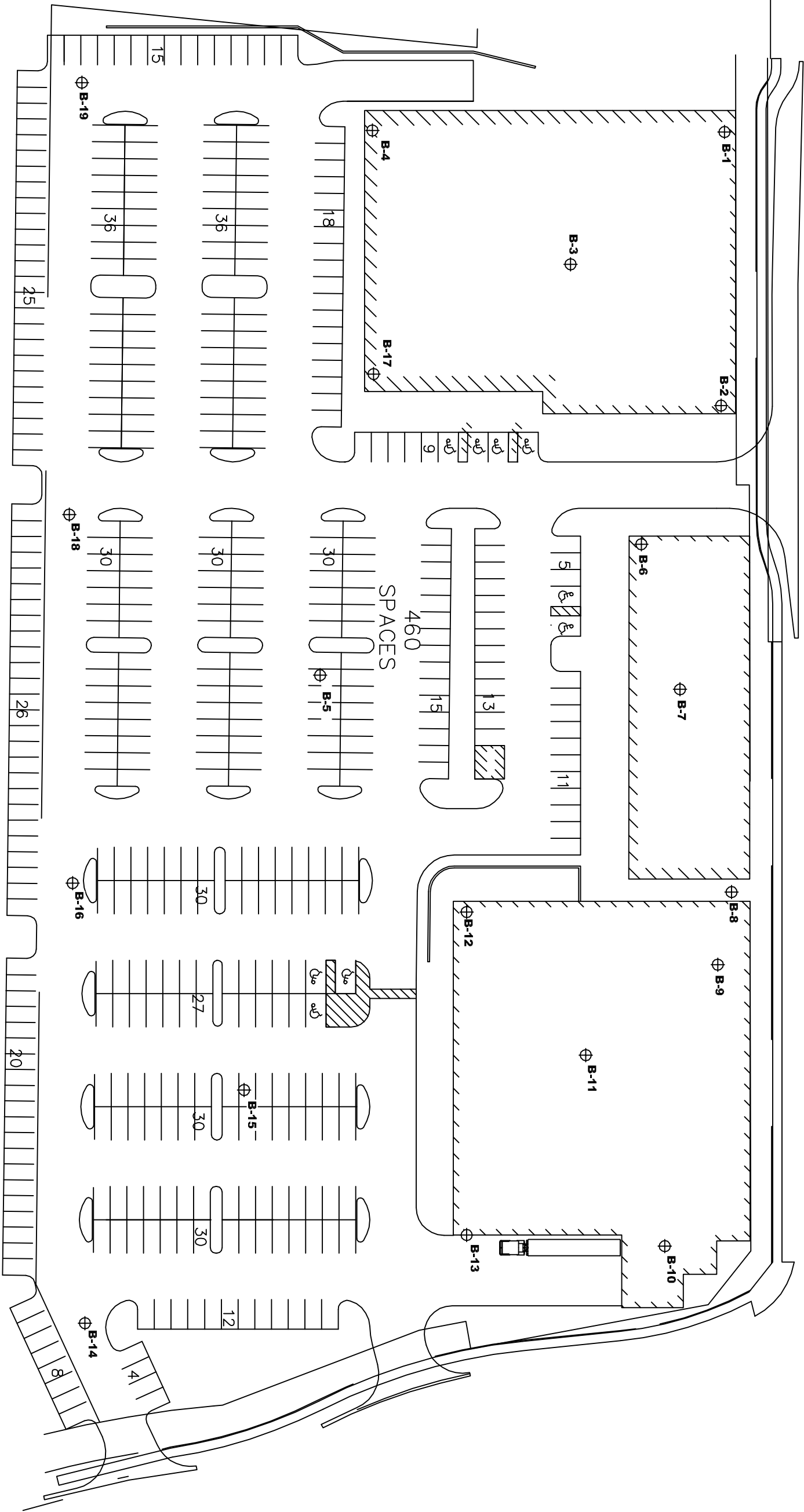


Project Mngr:	BAL
Drawn By:	PAI
Checked By:	MDR
Approved By:	BAL
Project No.	A3125004
Scale:	AS SHOWN
File No.	A3125004C01
Date:	2/28/12

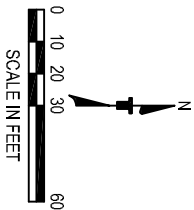
Terracon
Consulting Engineers and Scientists
3220 NORTH 20th STREET, SUITE 3 LINCOLN, NE 68521
PH, (402) 466-3911 FAX, (402) 466-0811

SITE LOCATION / TOPOGRAPHIC MAP	
DISTRICT OFFICE BUILDING	
LINCOLN PUBLIC SCHOOLS	
SOUTH COTNER BOULEVARD & 'O' STREET	
LINCOLN	NEBRASKA

FIG. No.
1



⊕ SOIL BORING LOCATION



REV.	DATE	BY	DESCRIPTION

Terracon
Consulting Engineers and Scientists

15080 A CIRCLE
PH. (402) 330-2202

OMAHA, NE 68144
FAX. (402) 330-7606

SOIL BORING LOCATION PLAN
DISTRICT OFFICE BUILDING
LINCOLN PUBLIC SCHOOLS
SOUTH COTNER BOULEVARD & 'O' STREET
LINCOLN NEBRASKA

DESIGNED BY:	BAL
DRAWN BY:	PAI
APPVD. BY:	BAL
SCALE:	AS SHOWN
DATE:	2/29/12
JOB NO.	A3125004
ACAD NO.	A3125004C01
FIGURE NO.:	2

LOG OF BORING NO. B-01

Page 1 of 1

CLIENT		Lincoln Public Schools								
SITE		North Cotner Blvd and O Street Lincoln, NE								
PROJECT		LPS District Office Building Development								
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 1264.5 ft									
	6 inches asphaltic cement concrete at surface		CL	1	ST	8		29	91	2500*
	LEAN CLAY , trace sand		CL	2	ST	15		28	89	3500*
	Light olive brown, stiff	5	CL	3	ST	20		27	88	2500*
	Becoming light reddish brown below about 5 ft		CL	4	ST	5		18	98	3500*
	Becoming sandy below about 8 ft	10			HS					
13		1251.5			HS					
	SILTY FINE SAND		SM	5	ST	17		20	106	
	Yellowish brown	15			HS					
18		1246.5			HS					
	SANDY LEAN CLAY , trace gravel		CL	6	ST	16		18	110	9000+*
	Olive brown, hard	20			HS					
			CL	7	ST	12		19	108	9000*
		25			HS					
			CL	8	ST	17		20	106	9000+*
		30			HS					
35		1229.5			HS					
	Very stiff layer at 34 ft		CL	9	SS	18	19	21		
	BOTTOM OF BORING	35								

LL=40%
PI=20%
LL=37%
PI=16%

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽ N/E	AB
WL	▽ N/E	AB	▽	
WL				

Terracon

BORING STARTED		2-3-12	
BORING COMPLETED		2-3-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-02

Page 1 of 2

CLIENT		Lincoln Public Schools							
SITE		North Cotner Blvd and O Street Lincoln, NE							
PROJECT		LPS District Office Building Development							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS		
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
	Approx. Surface Elev.: 1266 ft								
	Vegetation, root zone at surface								
	LEAN CLAY , trace sand								
	Light brown, very stiff to hard								
	Becoming reddish brown below about 8 ft								
14		1252	CL	5	ST	14		21	102
	SILTY FINE SAND								
	Light reddish brown								
	SANDY LEAN CLAY , trace sand								
	Olive brown, very stiff								
	</								

LL=46%
PI=30%

Continued Next Page

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED		2-6-12	
BORING COMPLETED		2-6-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

Page 2 of 2

BOREHOLE A3125004 LOGS.GPJ TERRACON.GDT 2/29/12

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft			BORING STARTED		2-6-12			
WL	▽ N/E		WD	▽	BORING COMPLETED		2-6-12	
WL	▽			▽	RIG	ATV	FOREMAN	SP
WL				APPROVED	MDR	JOB #	A3125004	

LOG OF BORING NO. B-03

Page 1 of 2

CLIENT		Lincoln Public Schools										
SITE		North Cotner Blvd and O Street Lincoln, NE		PROJECT								
		LPS District Office Building Development										
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS				
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf		
	Approx. Surface Elev.: 1266.5 ft											
	Vegetation, root zone at surface (FILL) LEAN TO FAT CLAY , trace sand Light olive brown Becoming lean clay below about 3 ft			HS								
			1	ST	17		27	96	4000*	LL=45% PI=26%		
			2	ST	3		25		4000*			
	5		3	ST	9		26	93	5000*			
	8	Mottled grayish brown, reddish brown below about 5 ft	1258.5		HS							
	10	LEAN TO FAT CLAY with sand, trace gravel Reddish brown, very stiff	1256.5	CL CH	4 ST	8		18	99	6000*	LL=45% PI=30%	
				HS								
		SANDY LEAN CLAY , trace gravel Light olive brown, very stiff		CL	5	ST	11		20	107	9000+*	LL=48% PI=32%
			15		HS							
			20	CL	6	SS	18	21	19			
				HS								
		25	CL	7	SS	18	18	19				
				HS								
		30	CL	8	SS	18	17	20				
				HS								
		35	CL	9	SS	18	19	20				
				HS								
		40	CL	10	SS	18	16	21				
				HS								
		45	CL	11	SS	18	18	20				

Continued Next Page

Continued Next Page

The stratification lines represent the approximate boundary lines
between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	N/E	WD	N/E AB
WL	N/E	AB	N/E
WL			

Terracon

BORING STARTED		2-5-12	
BORING COMPLETED		2-5-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-03

Page 2 of 2

CLIENT Lincoln Public Schools									
SITE North Cotner Blvd and O Street Lincoln, NE		PROJECT LPS District Office Building Development							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS		
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
	SANDY LEAN CLAY , trace gravel Olive brown, very stiff				HS				
		50	CL	12	SS	18	23	19	
					HS				
		55	CL	13	SS	18	23	20	
					HS				
		60	CL	14	SS	18	20	22	
					HS				
		65	CL	15	SS	18	19	20	
					HS				
		70	CL	16	SS	18	23	21	
					HS				
		75	CL	17	SS	18	23	20	
					HS				
		80	CL	18	SS	18	21	18	
	BOTTOM OF BORING	1186.5							

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽ N/E	AB
WL	▽ N/E	AB	▽	
WL				

Terracon

BORING STARTED		2-5-12	
BORING COMPLETED		2-5-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-04

Page 1 of 2

CLIENT		Lincoln Public Schools									
SITE		North Cotner Blvd and O Street Lincoln, NE									
PROJECT		LPS District Office Building Development									
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS				
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	Approx. Surface Elev.: 1267 ft										
	Vegetation, root zone at surface LEAN CLAY , trace sand Light olive brown, medium stiff Becoming stiff below about 3 ft			WB							
			CL 1	ST	9			32	85	2000*	LL=42% PI=23%
			CL 2	ST	13			22	96	4000*	
		5	CL 3	ST	7			18	105	6500*	
8	Becoming reddish brown, very stiff below about 5 ft			WB							
	SILTY FINE SAND Yellowish brown		SM 4	ST	16			15	99		
		10		WB							
13			CL 5	ST	14			23	99	8000*	
	SANDY LEAN CLAY , trace gravel Light olive brown, hard to very stiff			WB							
		15	CL 6	ST	5			20	105	9000+*	LL=48% PI=30%
		20		WB							
		25	CL 7	SS	18	26	20				
				WB							
		30	CL 8	SS	18	18	21				
				WB							
		35	CL 9	SS	18	15	22				
				WB							
		40	CL 10	SS	18	19	20				
				WB							
		45	CL 11	SS	18	15	22				
Continued Next Page											

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	N/E	WD	N/E
WL	N/E	AB	N/E
WL	N/E	AB	N/E

Terracon

BORING STARTED	2-4-12
BORING COMPLETED	2-4-12
RIG	ATV
FOREMAN	SP
APPROVED	MDR
JOB #	A3125004

LOG OF BORING NO. B-04

Page 2 of 2

CLIENT										
SITE		PROJECT								
Lincoln Public Schools		LPS District Office Building Development								
North Cotner Blvd and O Street										
Lincoln, NE										
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	<u>SANDY LEAN CLAY</u> , trace gravel Olive brown, hard to very stiff			WB						
		50	CL	12	SS	18	19	20		
					WB					
		55	CL	13	SS	18	20	20		
					WB					
		60	CL	14	SS	18	22	19		
					WB					
		65	CL	15	SS	18	22	19		
					WB					
		70	CL	16	SS	18	22	18		
					WB					
		75	CL	17	SS	18	22	18		
					WB					
		80	CL	18	SS		22	18		
BOTTOM OF BORING		80								
		1187								

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft				
WL	▽ N/E	WD	▽ N/E	AB
WL	▽ N/E	AB	▽	
WL				

Terracon

BORING STARTED		2-4-12	
BORING COMPLETED		2-4-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-05

Page 1 of 1

CLIENT		Lincoln Public Schools									
SITE		North Cotner Blvd and O Street Lincoln, NE									
PROJECT		LPS District Office Building Development									
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS				
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	Approx. Surface Elev.: 1264.5 ft										
	Vegetation, root zone at surface (FILL) LEAN CLAY , trace sand Light brown	1261.5		1	ST	10		22	97	7500*	
	LEAN CLAY , trace sand Light brown, very stiff		5	CL	2	ST	8		25	82	4500*
				CL	3	ST	14		26	84	8000*
	Stiff layer at 9 ft		10	CL	4	ST	21		28	85	3500*
	Becoming reddish brown below about 13 ft		15	CL	5	ST	13		23	98	4500*
						HS					
		1246.5	20	CL	6	ST	9		21	104	6000*
	SANDY LEAN CLAY , trace gravel Light olive brown, very stiff to hard		25			HS					
				CL	7	ST	13		20	106	9000+*
			30	CL	8	ST	12		21	104	9000+*
						HS					
			35	CL	9	SS	18	23	19		
	BOTTOM OF BORING	1229.5									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ N/E	WD	▽ N/E AB
WL	▽		▽
WL			

Terracon

BORING STARTED		2-3-12	
BORING COMPLETED		2-3-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-06

Page 1 of 1

CLIENT											
Lincoln Public Schools											
SITE		North Cotner Blvd and O Street Lincoln, NE		PROJECT							
				LPS District Office Building Development							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	Approx. Surface Elev.: 1264.5 ft										
	6 inches asphaltic cement concrete at surface										
	LEAN CLAY , trace sand										
	Light brown, very stiff										
	Becoming reddish brown below about 13 ft										
											
</											

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽ N/E	AB
WL	▽		▽	
WL				

Terracon

BORING STARTED		2-3-12	
BORING COMPLETED		2-3-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-07

Page 1 of 1

CLIENT Lincoln Public Schools														
SITE North Cotner Blvd and O Street Lincoln, NE					PROJECT LPS District Office Building Development									
GRAPHIC LOG	DESCRIPTION				DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
							NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	Approx. Surface Elev.: 1262.5 ft													
	6 inches asphaltic cement concrete at surface						1	HS						
	(FILL) LEAN TO FAT CLAY, trace sand						2	ST	7		22	102	8500*	LL=56% PI=36% LL=48% PI=29%
	Olive brown						3	ST	10		24	95	4000*	
	LEAN CLAY, trace sand						4	ST	25		27	91	4000*	
	Light brown, stiff						5	HS					3290	
							6	ST	14		27	92	4000*	
							7	HS					2840	
							8	HS						
	Becoming reddish brown below about 13 ft						9	ST	15		25	95	3500*	
							10	HS					2270	
							11	ST	8		23	100	4500*	
							12	HS						
							13	ST						
							14	HS						
							15	ST	18		20	109	9000+*	
	SANDY LEAN CLAY, trace gravel						16	ST					6170	
	Olive brown, very stiff						17	HS						
	BOTTOM OF BORING						18	HS						

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽	N/E	WD	▽
WL	▽		WD	▽
WL				

Terracon

BORING STARTED		2-7-12	
BORING COMPLETED		2-7-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-08

Page 1 of 1

CLIENT											
Lincoln Public Schools											
SITE		North Cotner Blvd and O Street Lincoln, NE		PROJECT							
				LPS District Office Building Development							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	Approx. Surface Elev.: 1260.5 ft										
	6 inches asphaltic cement concrete at surface										
	FAT CLAY , trace sand	3	CL	1	ST	10		32	84	5500*	
	Dark brown to olive brown, very stiff to stiff		CH	2	ST	11		23	95	3000*	
	Slightly organic to about 2 ft		CL	3	ST	8		25	91	3000*	
	LEAN CLAY , trace sand										
	Light brown, stiff		CL	4	ST	9		28	90	3500* 2400	
	Becoming reddish brown below about 13 ft		CL	5	ST	15		24	94	3000*	

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED		2-9-12	
BORING COMPLETED		2-9-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-09

Page 1 of 1

CLIENT												
Lincoln Public Schools												
SITE		North Cotner Blvd and O Street Lincoln, NE		PROJECT								
				LPS District Office Building Development								
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS				
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf		
	Approx. Surface Elev.: 1258.5 ft											
	6 inches asphaltic cement concrete at surface		CH	1	ST	6		21		7000*	LL=62% PI=39%	
	FAT CLAY , trace sand		CL	2	ST	8		24	96	5000*		
	Dark brown, very stiff	1255.5	CH	3	ST	15		25	94	4000		
	LEAN CLAY , trace sand		CL	4	ST	17		29	94	3500*		
	Light brown, very stiff to stiff				HS					2000*		
			CL	5	ST	13		24	96	4000*		
	Becoming reddish brown below about 13 ft				HS					3220		
			CL	6	ST	22		24	100	2000*		
					HS					1320		
			CL	7	ST	14		20	106	8720		
					HS							
			CL	8	ST	13		20	109	9000+*		
									6780			
	BOTTOM OF BORING											

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED		2-9-12	
BORING COMPLETED		2-9-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-10

Page 1 of 2

CLIENT		Lincoln Public Schools													
SITE		North Cotner Blvd and O Street		Lincoln, NE		PROJECT						LPS District Office Building Development			
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS							
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf					
	Approx. Surface Elev.: 1250 ft														
	8 inches asphaltic cement concrete at surface		CL	1	ST	5		21		7000*	LL=41% PI=17%				
	LEAN CLAY , trace sand		CH												
	Light brown, very stiff to stiff		CL	2	ST	17		30	89	2500*					
			CL	3	ST	12		28	90	3000*					
	Becoming reddish brown below about 6 ft														
			CL	4	ST	18		23	96	5500*					
									1380						
13		1237	CL	5	ST	13		23	102	7500*					
	SANDY LEAN TO FAT CLAY		CH							4480					
	Olive brown, very stiff														
	SANDY LEAN CLAY , trace gravel														
	Olive brown, very stiff														
			CL	6	ST	11		20	107	9000+*					
									6580						
			CL	7	SS	18	23	19							
		CL	8	SS	18	19	19								
		CL	9	SS	18	16	20								
		CL	10	SS	18	19	19								
		CL	11	SS	18	22	18								
45		1205													
Continued Next Page															

Continued Next Page

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED		2-9-12	
BORING COMPLETED		2-9-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-10

Page 2 of 2

CLIENT Lincoln Public Schools											
SITE North Cotner Blvd and O Street Lincoln, NE		PROJECT LPS District Office Building Development									
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	BOTTOM OF BORING										

The stratification lines represent the approximate boundary lines
between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL ▽ N/E WD ▽

WL ▽ ▽

WL

Terracon

BORING STARTED 2-9-12

BORING COMPLETED 2-9-12

RIG ATV FOREMAN SP

APPROVED MDR JOB # A3125004

Page 1 of 1

BOREHOLE A3125004 LOGS.GPJ TERRACON.GDT 2/29/12

*Calibrated Hand Penetrometer
**CME Automatic Hammer

BORING STARTED		2-9-12	
BORING COMPLETED		2-9-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-12

Page 1 of 1

CLIENT		Lincoln Public Schools								
SITE		North Cotner Blvd and O Street Lincoln, NE								
PROJECT		LPS District Office Building Development								
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 1260 ft									
	6 inches asphaltic cement concrete at surface			1	ST	7		27	93	5000*
	(FILL) LEAN CLAY, trace sand			2	ST	14		31	89	3000*
5	Olive gray									
	Becoming dark gray below about 4 ft	1255								
7	FAT CLAY, trace sand		CH	3	ST	8		26	96	5000*
	Olive gray, very stiff	1253								
	LEAN CLAY, trace sand				HS					
	Light grayish brown, stiff		CL	4	ST	18		28	91	2500*
		10			HS					
			CL	5	ST	18		27	91	3500* 1880
		15			HS					
	Becoming reddish brown, very stiff below about 18 ft		CL	6	ST	11		22	97	6000*
		20			HS					
23	SANDY LEAN CLAY, trace gravel	1237	CL	7	ST	19		24	100	4000* 2460
	Olive brown, stiff to very stiff				HS					
		25			HS					
30	BOTTOM OF BORING	1230	CL	8	ST	14		19	109	9580

LL=59%
PI=40%

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED		2-9-12	
BORING COMPLETED		2-9-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-13

Page 1 of 1

CLIENT										
Lincoln Public Schools										
SITE		North Cotner Blvd and O Street Lincoln, NE		PROJECT						
				LPS District Office Building Development						
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 1250 ft									
	6 inches asphaltic cement concrete at surface									
	(FILL) LEAN CLAY, trace sand	1247		1	ST	14		30	91	2000*
	Olive gray		CH	2	ST	17		24	97	4500*
	FAT CLAY, trace sand	1245								3030
	Olive brown, very stiff		CL	3	ST	26		27	93	3500*
	LEAN CLAY, trace sand									1560
	Light olive brown, stiff		CL	4	ST	19		26	95	3500*
										2210
	Becoming reddish brown, very stiff below about 13 ft		CL	5	ST	18		24	97	5000*

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 28	WS	▽ 19 AB
WL	▽		▽
WL			

Terracon

BORING STARTED		2-9-12	
BORING COMPLETED		2-9-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

BOREHOLE A3125004 LOGS.GPJ TERRACON.GDT 2/29/12

LOG OF BORING NO. B-14

Page 1 of 1

CLIENT		Lincoln Public Schools											
SITE		North Cotner Blvd and O Street Lincoln, NE		PROJECT								LPS District Office Building Development	
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS					
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf			
	Approx. Surface Elev.: 1243.5 ft												
	6 inches asphaltic cement concrete at surface				HS								
	3 FAT CLAY , trace sand	1240.5	CH	1	ST	14		31	85	6000*			
	Dark brown, stiff									1660			
	LEAN CLAY , trace sand		CL	2	ST	9		25	99	2000*			
	Olive gray, stiff		CH	3	ST	10		26	98	2940			
	8 LEAN CLAY , trace sand	1235.5	CH		HS								
	Light olive brown, stiff	1233.5	CL	4	ST	13		28	95	2910			
	BOTTOM OF BORING												

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED		2-10-12	
BORING COMPLETED		2-10-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-15

Page 1 of 1

CLIENT

Lincoln Public Schools

SITE

North Cotner Blvd and O Street
Lincoln, NE

PROJECT

LPS District Office Building Development

GRAPHIC LOG

DESCRIPTION

Approx. Surface Elev.: 1253.5 ft

3 6 inches asphaltic cement concrete at surface
(FILL) LEAN CLAY, trace sand
Olive brown 1250.5
LEAN TO FAT CLAY, trace sand
Olive gray, very stiff
8 1245.5
LEAN CLAY, trace sand
10 Olive gray, stiff 1243.5
BOTTOM OF BORING

DEPTH, ft.

USCS SYMBOL

NUMBER

TYPE

RECOVERY, in.

SPT - N
BLOWS / ft.

WATER
CONTENT, %

DRY UNIT WT
pcf

UNCONFINED
STRENGTH, psf

SAMPLES				TESTS			
	1	ST	15		26	98	1500*
CL	2	ST	10		28	91	5500*
CH							4370
CL	3	ST	7		25	95	5500*
CH							
		HS					
CL	4	ST	23		29	87	3000*
							520

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED	2-10-12
BORING COMPLETED	2-10-12
RIG	ATV
FOREMAN	SP
APPROVED	MDR
JOB #	A3125004

LOG OF BORING NO. B-16

Page 1 of 1

CLIENT Lincoln Public Schools									
SITE North Cotner Blvd and O Street Lincoln, NE		PROJECT LPS District Office Building Development							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES			TESTS		
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
	Approx. Surface Elev.: 1255 ft								
	Vegetation, root zone at surface				HS				
	FAT CLAY , trace sand		CH	1	ST	11		29	87
	Brown, stiff	1252							3000*
	LEAN CLAY , trace sand		CL	2	ST	12		29	91
	Light brown, medium stiff								1500*
		5	CL	3	ST	12		30	90
					HS				
	Becoming reddish brown below about 8 ft		CL	4	ST	13		28	84
		10							2500*
	BOTTOM OF BORING								

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED		2-10-12	
BORING COMPLETED		2-10-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-17

Page 1 of 1

CLIENT		Lincoln Public Schools										
SITE		North Cotner Blvd and O Street Lincoln, NE		PROJECT								
				LPS District Office Building Development								
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS				
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf		
	Approx. Surface Elev.: 1265 ft											
	Vegetation, root zone at surface LEAN CLAY , trace sand Light brown, very stiff		CL	1	ST	8		26	89	5000*		
		5	CL	2	ST	9		25	92	5000*		
			CL	3	ST	17		25	95	4500*		
			CL	4	ST	7		17	105	9000*		
	Becoming reddish brown, hard below about 8 ft	10			HS							
			CL	5	ST	6		24	98			
	LEAN TO FAT CLAY with sand Light grayish brown	15	CH		HS							
					HS							
			20	SM	6	ST	6		19			
						HS						
		25	SM	7	SS	18	31	21				
					HS							
		30	SM	8	SS	18	40	25				
					HS							
		35	SP	9	SS	18	37	22				
	Becoming Fine to Medium Sand below about 33 ft											
BOTTOM OF BORING												

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ 23	WS	▽	AB
WL	▽		▽	
WL				

Terracon

BORING STARTED		2-3-12	
BORING COMPLETED		2-3-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-18

Page 1 of 1

CLIENT											
Lincoln Public Schools											
SITE		North Cotner Blvd and O Street Lincoln, NE		PROJECT							
				LPS District Office Building Development							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	Approx. Surface Elev.: 1263.5 ft										
	Vegetation, root zone at surface				HS						
	<u>(FILL) LEAN TO FAT CLAY</u> , trace sand			1	ST	22		23	102	3000*	
	Olive brown	1260.5									
	<u>LEAN CLAY</u> , trace sand		CL	2	ST	19		28	89	2010	
	Light brown, stiff		CL	3	ST	20		28 26	90 91	5500*	
	Becoming reddish brown, very stiff to stiff below about 6 ft				HS						
			CL	4	ST	10		22	102	3000* 2610	
	10	1253.5									
	BOTTOM OF BORING										

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED		2-10-12	
BORING COMPLETED		2-10-12	
RIG	ATV	FOREMAN	SP
APPROVED	MDR	JOB #	A3125004

LOG OF BORING NO. B-19

Page 1 of 1

CLIENT

Lincoln Public Schools

SITE

North Cotner Blvd and O Street
Lincoln, NE

PROJECT

LPS District Office Building Development

GRAPHIC LOG

DESCRIPTION

Approx. Surface Elev.: 1267 ft

Vegetation, root zone at surface
(FILL) LEAN TO FAT CLAY, trace sand
Olive brown

LEAN CLAY, trace sand
Reddish brown, stiff to very stiff
Becoming sandy below about 5 ft

BOTTOM OF BORING

DEPTH, ft.

USCS SYMBOL

NUMBER

TYPE

RECOVERY, in.

SPT - N
BLOWS / ft.

WATER
CONTENT, %

DRY UNIT WT
pcf

UNCONFINED
STRENGTH, psf

SAMPLES

TESTS

			HS					
1	ST	18		21	100	8000*		
2	ST	17		20	91	3500*		
3	ST	15		17	100	4500*		
	HS							
4	ST	16		15	107	3000*		
						1170		

The stratification lines represent the approximate boundary lines
between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
**CME Automatic Hammer

WATER LEVEL OBSERVATIONS, ft

WL	▽ N/E	WD	▽
WL	▽		▽
WL			

Terracon

BORING STARTED	2-10-12
BORING COMPLETED	2-10-12
RIG	ATV
FOREMAN	SP
APPROVED	MDR
JOB #	A3125004

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1- ³ / ₈ " I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., 3" O.D., unless otherwise noted	PA:	Power Auger (Solid Stem)
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	BCR:	Before Casing Removal
WCI:	Wet Cave in	WD:	While Drilling	ACR:	After Casing Removal
DCI:	Dry Cave in	AB:	After Boring	N/E:	Not Encountered

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	0 – 1	Very Soft
500 – 1,000	2 – 3	Soft
1,000 – 2,000	4 – 6	Medium Stiff
2,000 – 4,000	7 – 12	Stiff
4,000 – 8,000	13 – 26	Very Stiff
8,000+	> 26	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Relative Density</u>
0 – 3	Very Loose
4 – 9	Loose
10 – 29	Medium Dense
30 – 50	Dense
> 50	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 – 29
Modifier	≥ 30

GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75 to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 – 12
Modifier	> 12

PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1 – 10
Medium	11 – 30
High	> 30

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A					Soil Classification	
					Group Symbol	Group Name ^B
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	Cu ≥ 4 and 1 ≤ Cc ≤ 3 ^E		GW	Well-graded gravel ^F
			Cu < 4 and/or 1 > Cc > 3 ^E		GP	Poorly graded gravel ^F
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH		GM	Silty gravel ^{F,G,H}
			Fines classify as CL or CH		GC	Clayey gravel ^{F,G,H}
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	Cu ≥ 6 and 1 ≤ Cc ≤ 3 ^E		SW	Well-graded sand ^I
			Cu < 6 and/or 1 > Cc > 3 ^E		SP	Poorly graded sand ^I
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH		SM	Silty sand ^{G,H,I}
			Fines classify as CL or CH		SC	Clayey sand ^{G,H,I}
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	PI > 7 and plots on or above “A” line ^J		CL	Lean clay ^{K,L,M}
			PI < 4 or plots below “A” line ^J		ML	Silt ^{K,L,M}
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
			Liquid limit - not dried			Organic silt ^{K,L,M,O}
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above “A” line		CH	Fat clay ^{K,L,M}
			PI plots below “A” line		MH	Elastic Silt ^{K,L,M}
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K,L,M,P}
			Liquid limit - not dried			Organic silt ^{K,L,M,Q}
Highly organic soils:	Primarily organic matter, dark in color, and organic odor				PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^E Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

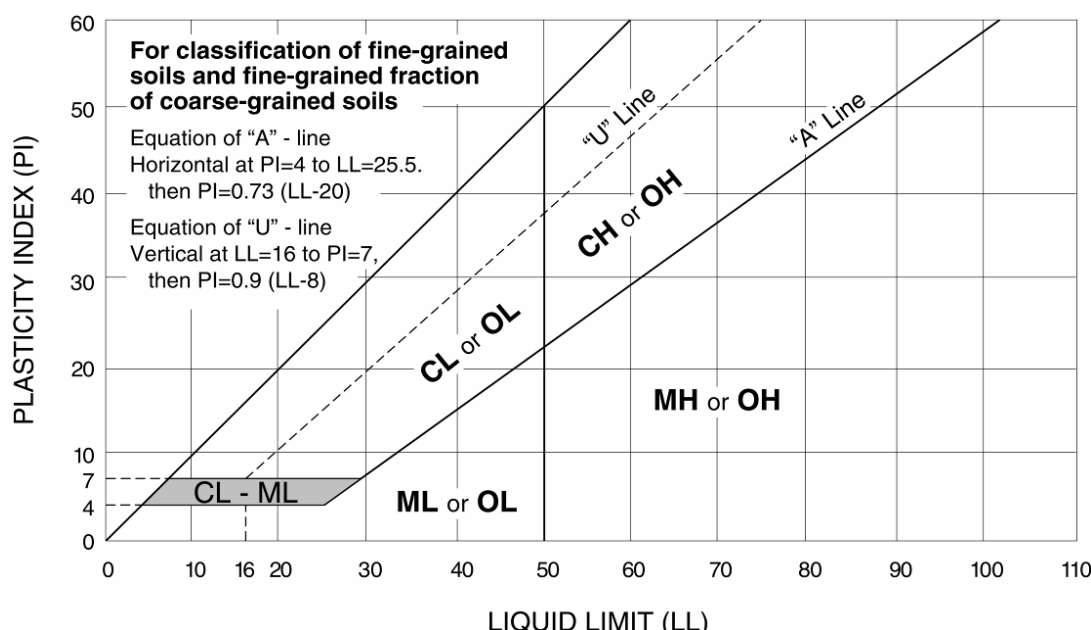
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

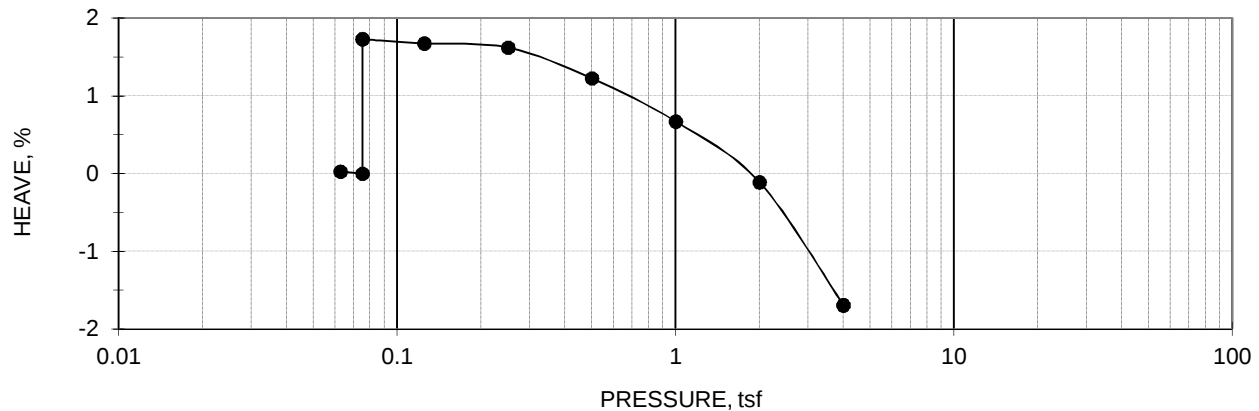
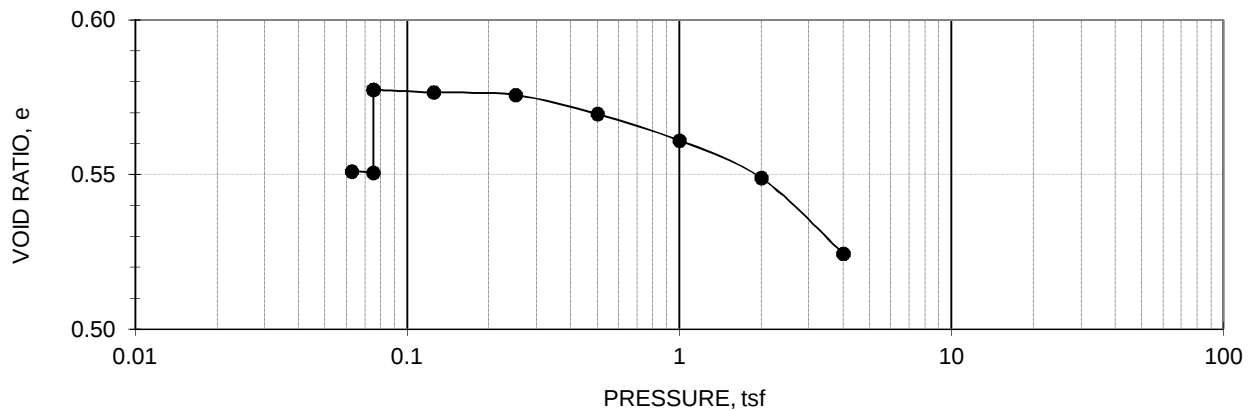
^Q PI plots below "A" line.



ONE-DIMENSIONAL SWELL TEST RESULTS - ASTM D4546-08, METHOD C

District Office Building and Development
Lincoln (Nebraska) Public Schools

Terracon Project No. A3125004



Boring No.	2	Sample No.	6	Depth, ft	18 - 20
Description	LEAN CLAY (CL)				
Sample Diameter, cm	6.35	<u>ATTERBERG LIMITS</u>		<u>BEFORE STABILIZED SWELL</u>	
Sample Height, cm	1.87	Liquid Limit	46	Initial Void Ratio, eo	0.551
Initial Water Content, %	18.5	Plastic Limit	16	Unit Weight at eo, pcf	107.9
Initial Dry Density, pcf	107.7	Plasticity Index	30	Heave (swell), %	0.0
Remolded	No	<u>AFTER STABILIZED SWELL</u>			
				Final Void Ratio, evo	0.577
				Unit Weight at evo, pcf	106.1
				Heave (swell), %	1.7

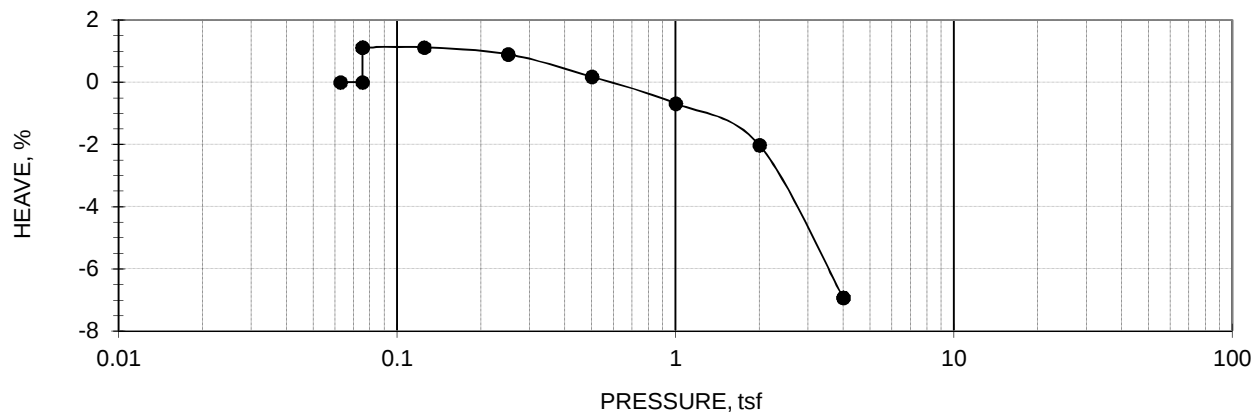
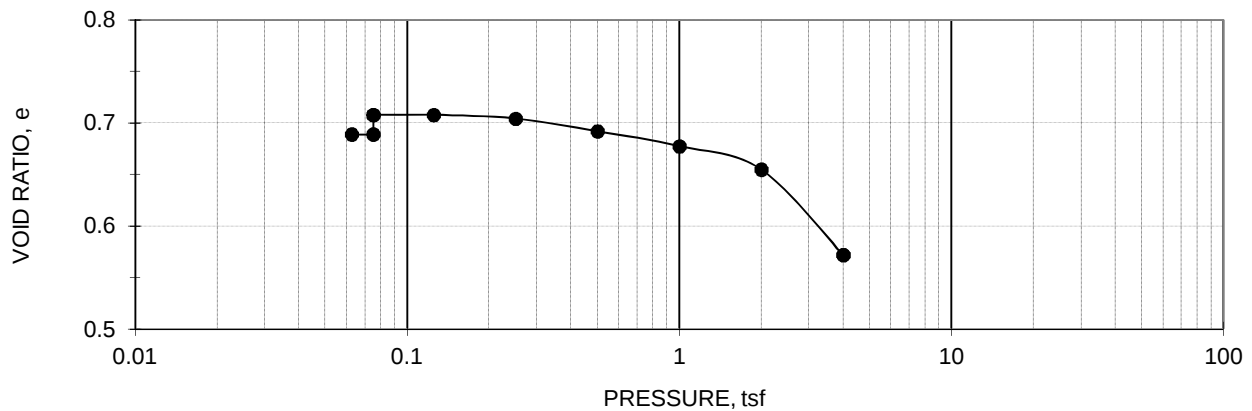
Date February 28, 2012

ONE-DIMENSIONAL SWELL TEST RESULTS - ASTM D4546-08, METHOD C

District Office Building and Development

Lincoln (Nebraska) Public Schools

Terracon Project No. A3125004



Boring No. 3 Sample No. 4 Depth, ft 8 - 10

Description SANDY LEAN CLAY WITH GRAVEL (CL)

Sample Diameter, cm 6.34

ATTERBERG LIMITS

BEFORE STABILIZED SWELL

Sample Height, cm 1.86

Liquid Limit 45

Initial Void Ratio, e_o 0.689

Initial Water Content, % 17.6

Plastic Limit 15

Unit Weight at e_o , pcf 99.1

Initial Dry Density, pcf 99.0

Plasticity Index 30

Heave (swell), % 0.0

Remolded No

AFTER STABILIZED SWELL

Final Void Ratio, e_{vo} 0.708

Unit Weight at e_{vo} , pcf 98.0

Heave (swell), % 1.1

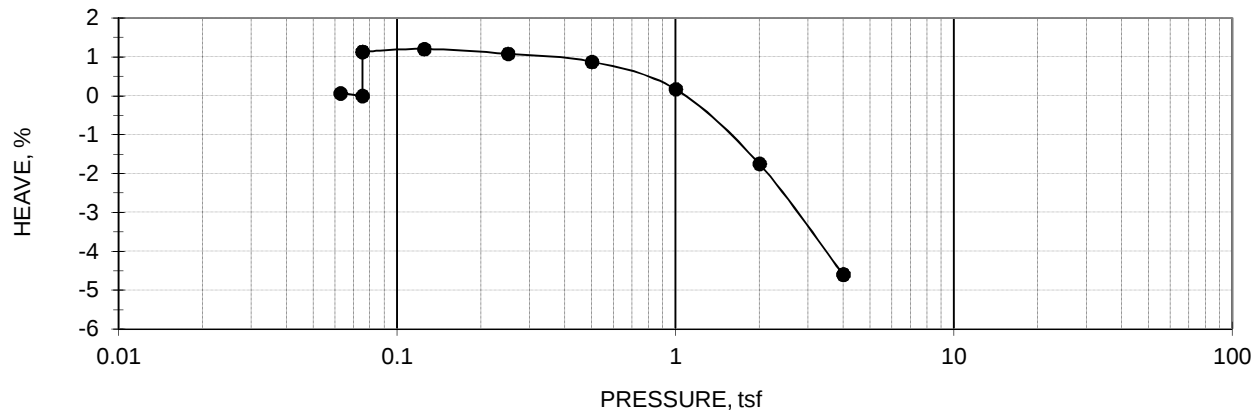
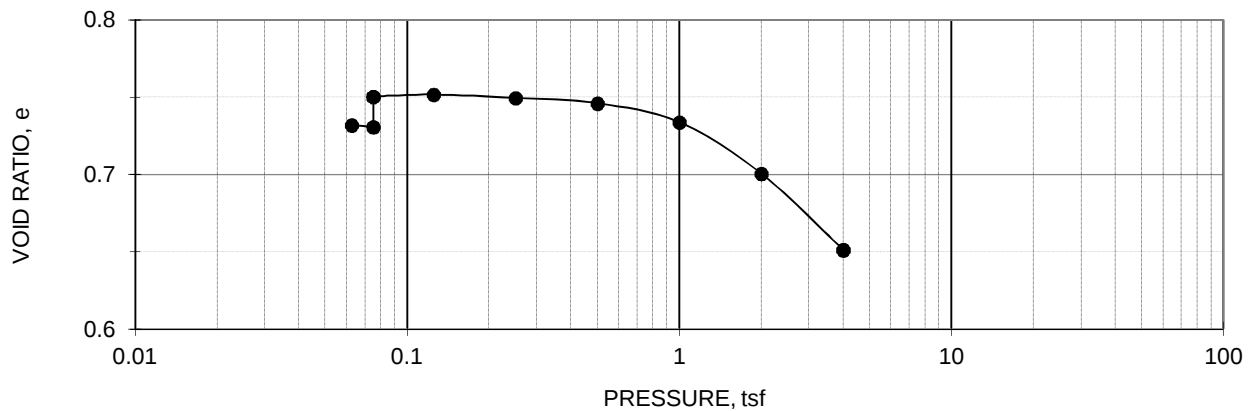
Date February 28, 2012

Terracon

ONE-DIMENSIONAL SWELL TEST RESULTS - ASTM D4546-08, METHOD C

District Office Building and Development
Lincoln (Nebraska) Public Schools

Terracon Project No. A3125004



Boring No. 11 Sample No. 1 Depth, ft 1 - 3

Description FAT CLAY (CH)

Sample Diameter, cm 6.34

ATTERBERG LIMITS

BEFORE STABILIZED SWELL

Sample Height, cm 1.86

Liquid Limit 58

Initial Void Ratio, e_o 0.731

Initial Water Content, % 24.3

Plastic Limit 19

Unit Weight at e_o , pcf 96.7

Initial Dry Density, pcf 96.5

Plasticity Index 39

Heave (swell), % 0.0

Remolded No

AFTER STABILIZED SWELL

Final Void Ratio, e_{vo} 0.750

Unit Weight at e_{vo} , pcf 95.6

Heave (swell), % 1.1

Date February 28, 2012

Terracon