

PROJECT MANUAL
including specifications
for the construction of

**WOOD BRIDGE KITCHEN
CABINETS AND BATHROOM
VANITIES - 2026**

7011 S 22ND St.
Lincoln, Nebraska

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

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

Telephone 402-326-2916

DATE: September 02, 2026

PROJECT NUMBER: CI-2027-25

LINCOLN HOUSING AUTHORITY
**WOOD BRIDGE KITCHEN CABINET AND BATHROOM VANITY
REPLACEMENT – 2026**

7011 S 22nd St.
Lincoln, Nebraska

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INVITATION TO BID

Notice is given hereby that the Owner,

THE HOUSING AUTHORITY, CITY OF LINCOLN

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

LINCOLN HOUSING AUTHORITY

WOOD BRIDGE KITCHEN CABINETS AND BATHROOM VANITIES - 2026

according to the Drawings and Specifications prepared by Corby Renard of Lincoln Housing Authority and described in general as follows: This work to be completed at 7011 S 22nd St., Lincoln, Nebraska.

NEW KITCHEN CABINETS AND BATHROOM VANITIES IN 96 UNITS.
TOTTALLING 96 KITCHENS AND 128 BATHROOM VANITIES

The Housing Authority will receive sealed bids until:

2:00 P.M., Thursday, October 8th, 2026,

at the offices of The Housing Authority, City of Lincoln

5700 "R" Street

Lincoln, Nebraska, 68505

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

A Pre-Bid Conference will be held **Thursday, September 17th, 2026, at 2:00 P.M.** Interested contractors, subcontractors, and material suppliers are invited to meet at the Wood Bridge Club House located at 7011 South 22nd St. Access will be provided to multiple apartments and other pertinent areas.

Bidders may secure copies of the proposed Contract Documents from:

1. <https://www.l-housing.com/Vendors.html>
2. <http://www.buildersbureau.com/ipin/MainLogin.asp>
3. No paper sets will be issued.

All bids shall remain in effect and may not be modified, withdrawn or cancelled for a period of 30 calendar days after the scheduled closing time for the receipt of bids.

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

Bid Security will be required for this project.

Performance Bond and Labor and Material Payment Bond will be required for this project.

Construction time will be a consideration in the award of the Bid. See Supplementary Conditions Paragraphs e. & f. for limitations on time used to complete work. The Owner reserves the right to award the contract to the next Bidder if a Contractor awarded the Bid fails to make the post bid submittals within the listed time. The Owner may choose to terminate the Contract if the work is not diligently pursued or is not completed within the agreed contract time. The Owner may also choose not to award future contracts to a successful bidder who fails to complete the project within the contract time.

Quality and craftsmanship are important to the Owner and may be a consideration in the award of the Bid. Contractor shall bid only the highest quality installation of the materials specified.

Submittals for approval of proposed substitutions must be received by the Architect not later than 7 full calendar days prior to the bid date. See Section 01 60 01 for details of submittal requirements.

END OF INVITATION TO BID

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

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

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

2. SECURING PROPOSED CONTRACT DOCUMENTS

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

3. PROOF OF COMPETENCY OF BIDDER

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

4. EXAMINATION OF DOCUMENTS AND THE SITE OF THE WORK

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

Before submitting a bid, carefully examine the Drawings, read the Specifications and all other proposed Contract Documents, and visit the site of the Work. Become fully informed as to all existing conditions and limitations under which the Work is to be performed and include in the bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder, nor will any subsequent financial adjustments to the Contract be made with any bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has conducted such examination.

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

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

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

6. PREBID INSPECTION OF SITES

A Pre-Bid Conference will be held **Thursday, September 17th, 2026, at 2:00 P.M.** Interested contractors, subcontractors, and material suppliers are invited to meet at the Wood Bridge Club House at 7011 South 22nd St. Access will be provided to an apartment and other pertinent areas.

7. BIDDING PROCEDURES

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

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

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

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

Submit the original signed copy of the bid.

8. BID SECURITY

Bid Security is required for this project.

9. WITHDRAWAL OF BIDS

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

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

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

10. AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Owner's right to reject any or all bids and to waive any informalities or irregularity in any bid received and in the bidding process. The Owner reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not able to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men, or employees.

11. PERFORMANCE & PAYMENT BONDS

By submitting a bid or cost proposal, the Contractor acknowledges and understands that under Nebraska law, he/she is not entitled to file any construction lien against the real estate owned by the Lincoln Housing Authority for or pertaining to the work, materials or equipment detailed in the contract or purchase order. The Contractor also agrees to include this same disclosure in any subcontracts with subcontractors or suppliers related to the bid or cost proposal. **For only those construction contracts for which the contract sum is greater than \$100,000, in order to protect the rights of your suppliers and subcontractors to be paid as set out in Neb. Rev. Stat. Sections 52-118.01 and 52.118.02, the Contractor acknowledges and understands that he/she will furnish and deliver to the Lincoln Housing Authority a Labor and Material Payment Bond and the cost of said bond is to be included in the bid or cost proposal.**

12. EQUAL OPPORTUNITY FORM

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

13. E-VERIFY CERTIFICATION

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

14. IRS FORM W-9

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

15. NEBRASKA NEW HIRE REPORTING FORM

If the Contractor is an Independent Contractor, the Housing Authority of the City of Lincoln will register the Contractor as a New Hire on www.ne-newhire.com as required under Nebraska Statute 48-2301 for the purposes of facilitating the

collection of child support. To that end, the Contractor, if an Independent Contractor, must complete the Employee Section of the Nebraska New Hire Reporting Form for himself and submit to LHA. This form is not applicable if the Contractor is a corporation, partnership, or other entity.

16. SUBMITTALS

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

- A. A designation of the work to be performed by the successful bidder, with his own forces.
- B. A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the proposed Contract Documents; or if no portions are so designated, the names of subcontractors proposed for the principal portions of the Work.
- C. A list of itemized Base Bid costs on AIA Form G703 as described in Section 01 29 00, Paragraph 1.3.
- D. Contractor's Insurance Certificate.
- E. Surety as described in Paragraph 11 above.
- F. Equal Opportunity Form as described in Paragraph 12 above.
- G. E-Verify Certification as described in Paragraph 13 above.
- H. Internal Revenue Service W-9 form **if required** in Paragraph 14 above.
- I. Nebraska New Hire Reporting Form **if required** in Paragraph 15 above.

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

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

Subcontractors, persons, or organizations proposed by the successful bidder and to whom the Owner has 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.

17. TAXES

Bidders shall include in their Bid the cost of all applicable taxes per General Conditions Article 9.5. Housing Authority of the City of Lincoln is a tax exempt organization. The Owner will provide State Department of Revenue Form 17, "Purchasing Agent Appointment", in which the Owner shall appoint the Contractor a purchasing agent. In turn the Contractor shall submit to each subcontractor and materials supplier, State Department of Revenue Form 13, "Nebraska Resale or Exempt Sales Certificate", which shall allow them to purchase materials exempt from sales tax.

18. PERMITS

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

19. EXECUTION OF THE AGREEMENT

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

The bidder to whom the Contract is awarded shall, within seven calendar days after notice of award and receipt of Agreement forms from the Architect, sign and deliver required copies to the Architect along with the submittals listed in paragraph 16 above.

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

20. SUBSTITUTIONS OF MATERIALS AND APPROVAL

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

21. TIME OF COMMENCEMENT OF THE WORK AND COMPLETION

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

END OF INSTRUCTIONS TO BIDDERS

SAMPLE FORMS

1. GENERAL

The following sample forms shall be used for their indicated purpose. **All forms shall be furnished and prepared by the Contractor except as noted.**

Standard AIA (American Institute of Architects) Forms are available for purchase from the following address:

Nebraska Society of Architects
335 N 8th, Suite A
Lincoln, NE 68508 Phone: 402-858-1929

These forms may also be examined at the office of the Owner/Architect.

2. SAMPLE FORMS

2.1 Bid Submittals:

Bid Form	Copy Attached
Submit one	

2.2 Post Bid Submittals:

CONTRACTOR'S QUALIFICATION STATEMENT	AIA Document A305
Submit one copy if requested	
EQUAL OPPORTUNITY FORM	Copy Attached
Submit one copy	
E-VERIFY CERTIFICATION	Copy Attached
Submit one copy	
CERTIFICATE OF INSURANCE	Standard Insurance Form,
Submit one copy	add additional insureds
LIST OF CONTRACTOR'S WORK	Contractor's letterhead
Submit one copy	
LIST OF SUBCONTRACTORS & MATERIAL SUPPLIERS	Contractor's letterhead
Submit one copy	
CONTRACTOR'S TAX NUMBER	IRS W-9 Form
Submit one copy if required in Instructions to Bidders	
COST BREAKDOWN (as described in Section 01 29 00, Paragraph 1.3)	AIA Document G703
Submit one copy	
OWNER-CONTRACTOR AGREEMENT FORM & GENERAL CONDITIONS	AIA Document A104 - 2017 Stipulated Sum
Furnished by Architect	

NEBRASKA NEW HIRE REPORTING
FORM

See attached copy

Submit one copy only if required
in Instructions to Bidders

2.3 Payment Application Submittals:

APPLICATION AND CERTIFICATE
FOR PAYMENT

AIA Documents G702 & 703

Submit 1 copy for each
request for payment

2.4 Other Construction Documents:

CHANGE ORDER

AIA Document G701

Furnished by Architect

2.5 Final Payment Application Submittals:

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS & CLAIMS

AIA Document G706

Submit one copy

CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS

AIA Document G706A

Submit one copy

END OF SAMPLE FORMS

BID FORM

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

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

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

WOOD BRIDGE KITCHEN CABINET AND BATHROOM VANITY REPLACEMENT- 2026

located at 7011 South 22nd St., Lincoln, Nebraska,

including Addenda _____

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

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

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

2. The undersigned Bidder agrees to complete the work in _____
_____ calendar days from
the date a Notice to Proceed is issued.

3. Bid Security in the amount of \$ _____
and in the form of _____ is hereby submitted
in accordance with the Bidding Documents.

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

Bidder: _____ Page 1

4. I understand that this bid shall remain good and may not be withdrawn for a period of 30 days from the bid date.
5. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within seven calendar days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Respectfully submitted,

BIDDER:

(Name of Business)

(Address)

(City, State and Zip Code)

(Telephone Number)

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

(Name of Bidder)

(Signature)

(Title)

Type of business entity: _____ ()

Bidder: _____ Page 2

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

(CORPORATE)
(SEAL)
()
()

Individual members of the firm:

President of the corporation: _____

Secretary of the corporation: _____

Corporation is organized under the laws of the State of _____

Bid dated this _____ day of _____, 2026.

END OF BID FORM

Equal Employment Opportunity

SF 100

Company Name: _____

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

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

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

Instructions for Equal Employment Opportunity (Standard Form 100)

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

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

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

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

Lincoln Housing Authority E-Verify Certification

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

Name of Company

By

Print Name

Title

Date

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

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

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

1	2	3
---	---	---

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

Employer Name:

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

Employer City:Employer State: Zip Code (5 digit):

6	8	5	0	5
---	---	---	---	---

Employer Phone:

Extension:

Employer Fax:

4	0	2	4	3	4	5	5	0	2
---	---	---	---	---	---	---	---	---	---

Email:	I	N	F	O	@	L	-	H	O	U	S	I	N	G	.	C	O	M
--------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Employee Social Security Number (SSN):

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

--	--

Employee First Name:

Middle Initial:

7

Employee Last Name:[illegible]

Employee Address:

[illegible]Employee City:

Employee State:

Zip Code (5 digit):

--	--	--	--	--

Date of Hire (mm/dd/yyyy):

Date of Birth (mm/dd/yyyy):

Employee State of Hire

--	--

DRAFT AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «XXXXXXX» day of «XXXXXXX» in the year «2026»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

«XXXXXX»
«XXXX»
«XXXXXX»
«»

for the following Project:

(Name, location and detailed description)

«CI-2027-25 Wood Bridge Kitchen Cabinet and Vanity Replacement»
«7011 South 22nd St. Lincoln, NE 68508»
«Remove and Replace Kitchen Cabinets and Bathroom Vanities»

The Architect:

(Name, legal status, address and other information)

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

~~[] The date of this Agreement. <>.~~

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

~~[<>] Established as follows:~~

~~(Insert a date or a means to determine the date of commencement of the Work.)~~

<>

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

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

§ 2.3 Substantial Completion

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

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

[<X>] Not later than <Two Hundred> (<200>) calendar days from the date of commencement of the Work.

[<>] By the following date: <>

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

Portion of Work

Substantial Completion Date

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

ARTICLE 3 CONTRACT SUM

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

~~(Check the appropriate box.)~~

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

~~[<>] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below~~

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

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

§ 3.2 The Stipulated Sum shall be ~~(\$XXXXXXXXXXXXXXXXXXXXXXXXXXXX (\$ «XXXXXXXXXXXX»)~~, subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«None»

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

Item	Units and Limitations	Price per Unit (\$0.00)
« _ »		
Item	Units and Limitations	Price per Unit (\$0.00)
—		

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

Item	Price
«None. »	

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

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

«>>»

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

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

«>>»

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed «>>»(\$ «>>»), subject to additions and deductions by changes in the Work as provided in the Contract

Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

<>

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

<>

§ 3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

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

<>

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

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

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

<>

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

« »

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

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

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

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

«Five percent (5%)»

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is ~~due at the rate stated below, or in the absence thereof,~~ at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«»%«»

§ 4.2 Final Payment

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

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

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

«»

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

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

(Check the appropriate box.)

[«»] Arbitration pursuant to Section 21.6 of this Agreement

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

~~[(«»)] Other (Specify)~~

«»

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

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

«»

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
«»	-Supplementary Conditions and Special Conditions	-12/24/2024	pp 1

~~§ 6.1.4 The Specifications:~~

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

« »

Section	Title	Date	Pages
012900	Progress Payments and Final Payment	09/02/2026	pp 1 thru 1
013301	Shop Drawings and Samples	09/02/2026	pp 1 thru 3
015001	Temporary Utilities	09/02/2026	pp 1 thru 2
016001	Substitutions of Materials and Approval	09/02/2026	pp 1 thru 2
017301	Progress and Final Cleaning	09/02/2026	pp 1 thru 1
024119	Seletive Demolition	09/02/2026	pp 1 thru 3
079213	Sealants and Caulking	09/02/2026	pp 1 thru 3
099123	Interior Paint	09/02/2026	pp 1 thru 5
123530	Residential Casework	09/02/2026	pp 1 thru 3
123623	Countertops	09/02/2026	pp 1 thru 2
220000	Plumbing Systems	09/02/2026	pp 1 thru 3
260000	Electrical	09/02/2026	pp 1 thru 3

Section	Title	Date	Pages
—			

~~§~~

~~6.1.5 The Drawings:~~

~~([Either ther](#) list the Drawings here or refer to an exhibit attached to this Agreement.)~~

«»

Number	Title	Date
<< C-1	Site Plan	09/02/2026
C-2	Building Type "A" Lower Level Plan	09/02/2026
C-3	Building Type "A" Upper Level Plan	09/02/2026
C-4	Building Type "B" Lower Level Plan	09/02/2026
C-5	Building Type "B" Upper Level Plan	09/02/2026
C-6	Building Type "A" Lower Level Elevations	09/02/2026
C-7	Building Type "A" Upper Level Elevations	09/02/2026
C-8	Building Type "B" Lower Level Elevations	09/02/2026
C-9	Building Type "B" Upper Level Elevations	09/02/2026

Number	Title	Date
—		

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
<<XXX>>	XXXXX	
Number	Date	Pages
—		

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

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

~~1—Other Exhibits:~~

~~Sample Forms 09/02/2026 pages 1 thru 2~~
~~(Check all boxes that apply.)~~

~~[<>]—Exhibit A, Determination of the Cost of the Work.~~

~~[<>]—AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~(Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~—<>~~

~~[<>]—The Sustainability Plan:~~

Title	Date	Pages

~~[<>]—Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages

~~2—Other documents, if any, listed below:~~

~~(List here any additional documents that are intended to form part of the Contract Documents.)~~

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

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

§ 7.2 The Contract

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

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

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

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

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

§ 7.6 Digital Data Use and Transmission

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

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

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

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission ~~in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

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

<>

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

§ 7.10 Relationship of the Parties

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

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. ~~If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.~~

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

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

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

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

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

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques,

sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

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

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

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

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

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the ~~Owner,~~ and shall commence in accordance with Section 15.6.3-Owner Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Contractor shall attend a meeting with the Owner to review the Work.

§ 9.5 Taxes

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

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper

execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 9.7 Allowances

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

§ 9.8 Contractor's Construction Schedules

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

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

§ 9.9 Submittals

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

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

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

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

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

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

ARTICLE 10 ARCHITECT

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

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

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

and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

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

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

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

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

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

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

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

ARTICLE 13 CHANGES IN THE WORK

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

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

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

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

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

- .1 For the Contractor, for Work performed by the Contractor's own forces: 10 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor: 5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractors own forces: 10 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors: 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 13.2.

.6 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a **complete** itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in detail to the approval of the Architect. Where major cost items are Subcontracts they shall be itemized also. In no case will a change be approved without such itemization."

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3 of final payment certified by the Architect.

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

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the pursuant to Section 3.2, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect, in compliance with Specifications Section 01 29 00. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 15.2 Control Estimate

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

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;

- ~~4—a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~5—a list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

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

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

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

§ 15.3 Applications for Payment

~~§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Payments shall be made as provided in Article 4 of this Agreement, and also as provided in Section 01 29 00 of the Specifications. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~

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

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

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

§ 15.4 Certificates for Payment

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

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

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

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

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

§ 15.5 Progress Payments

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

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

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

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

§ 15.6 Substantial Completion

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

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

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

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

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

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

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

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

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

- ~~1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; until all obligations under this Contract are satisfied. Failure to do so shall constitute material breach of this Contract upon which the Owner may immediately terminate the Contract. Insuring company must be lawfully authorized to do business in the State of~~
- ~~2 personal and advertising injury; Nebraska and~~
- ~~3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property; rated at least A-VII in the current Best Company ratings. Evidence of rating must be provided along with the certificate of insurance. The Contractor's insurance certificate shall list The Housing Authority of~~
- ~~4 bodily injury or property damage arising out of completed operations; the City of Lincoln, its officers, officials, agents, employees and~~
- ~~5 the Contractor's indemnity obligations under Section 9.15-volunteers as Additional Insureds. If, by the~~

~~§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage-terms of this insurance, any mandatory deductibles are required, the Contractor shall be responsible for payment of mandatory deductibles in the event of a paid claim. Before starting any~~

~~§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess-work, the Contractor shall furnish LHA with a certificate of insurance showing the minimum insurance coverage listed below, or greater if required by law, is in force:~~

1. General Liability:

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

2. Automobile Liability:

Combined Single Limit	\$ 500,000
or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. or	
Bodily Injury (Per person)	\$ 250,000
Bodily Injury (Per accident)	\$ 500,000
Property Damage (Per accident)	\$ 100,000

3. Umbrella Liability/Excess Liability:

Each Occurrence	\$ 0
Aggregate	\$ 0

~~§ 17.1.5 Workers' 4. Worker's Compensation & Employer's Liability:~~

Compensation	at statutory limits.	Worker's Compensation	Statutory
E.L. Each Accident:	\$ 500,000		
E.L. Disease (Each employee)	\$ 500,000		
E.L. Disease (Policy limit)	\$ 500,000		

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§ 17.1.6 Employers' Liability with policy limits not less than ~~<>(\$ <>) each accident, <>(\$ <>) each employee, and <>(\$ <>) policy limit.~~

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

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

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

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

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

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

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

§ 17.1.14 Other Insurance Provided by the Contractor

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

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

~~§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Contractor will not be required to furnish Builder's Risk insurance on behalf of the Owner. If not covered by other insurance, the Owner's existing property insurance coverage policy covers materials, equipment, supplies and temporary structures, on or within 1,000 feet of the work site intended and~~

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

~~§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions. Owner shall indemnify and hold contractor and its subcontractors (if any) harmless from and against any and all liability or loss arising out of or~~

~~§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties attributable to damage or destruction of work under construction, alterations, or repair including damage or destruction of materials, equipment, supplies and temporary structures on or within 1000 feet of the work site. The Owner will be responsible for~~

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

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

§ 17.2.2.7 Waiver of Subrogation

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

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

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

§ 17.2.3 Other Insurance Provided by the Owner

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

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

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

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

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's ~~expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.~~ expense.

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

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

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

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

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

§ 19.2 Governing Law

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

§ 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

«Chris Lamberty»
«5700 "R" Street
Lincoln, NE 68505»

<< >>
<< >>
<< >>
<< >>

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

«NameXXXXXXXXXX »
«CompanyXXXXXXXXXX »
«Address1XXXXXXXX »
«Address2XXXXXXXXXX »
«PhoneXXXXXXXXXX »
« »

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

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

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 20.3 Termination by the Owner for Convenience

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

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

<>

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred

initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

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

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

§ 21.3 Time Limits on Claims

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

~~**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines. By submitting a bid or cost proposal, the Contractor acknowledges and understands that under Nebraska law, he/she and all subcontractors are NOT entitled to file a non-consequential lien against the Lincoln Housing Authority's personal or real property pertaining to the items/services detailed in the Contract.~~

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

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

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

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

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

§ 21.10 Continuing Contract Performance

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

§ 21.11 Waiver of Claims for Consequential Damages

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

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

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

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

« »

OWNER (Signature)

«Chris Lamberty, »«address»

(Printed name and title)

« »

CONTRACTOR (Signature)

(Printed name and title)

SUPPLEMENTARY CONDITIONS

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

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

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

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

d. Contractor's use of the sites: Add to Paragraph 9.10 the following: "Contractor's shall limit their use of the sites to the immediate area around the area requiring work. The Contractor shall provide for his own water and sanitary requirements. Toilet facilities can be made accessible for the contractor at the Wood Bridge Maintenance Shop at 7041 South 22nd St.. Contact Corby Renard the Development Coordinator for access. All vehicles or trailers shall remain on the public streets and driveways. On site material and equipment storage area can be arranged with the Owner. Fencing and security of on site storage area to be responsibility of the Contractor.

e. Limitation of work times: Add to Article 14 the following Paragraph 14.6:

14.6 No work shall be commenced prior to 8:00 AM or continued after 5:00 PM. Work shall be on week days only, no work shall be permitted on Saturdays or Sundays or holidays as determined by LHA.

END OF SUPPLEMENTARY AND SPECIAL CONDITIONS

SECTION 01 29 00 - PROGRESS PAYMENTS AND FINAL PAYMENT

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

1.2 Related work described elsewhere: Refer to Article 15 "Payments and Completion" of the General Conditions of the Contract, AIA Document A107 - 2007. The Contractor's payments to his subcontractors and material suppliers are the Contractor's responsibility and are not part of this Section's content.

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

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

1.5 Application and certificate for payment submittals: Application for payment shall be submitted to the Architect no later than the 5th day of each month for work completed through the last day of the preceding month. Applications for payment **shall be submitted in duplicate.** Both (2) copies of the application shall be **signed and notarized.**

1.6 Retainage: Upon certification by the Architect, the Owner shall pay to the Contractor, on account of the Contract, 90% of the value of labor and materials incorporated in the Work. **No payments shall be made for stored materials.**

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

- 1) AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims", and AIA Document G706A "Contractor's Affidavit of Release of Liens".
- 2) AIA Document G707 "Consent of Surety To Final Payment.
- 3) Completion of all "punch List" items. "Punch list" items are defined as an inspection report which lists all items requiring completion or corrective action by the Contractor.

END OF SECTION

SECTION 01 33 01 - SHOP DRAWINGS AND SAMPLES**PART ONE - GENERAL****1.1 DESCRIPTION**

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

1.1.2 Related work: Refer to the AIA Document A107-2007, Paragraph 9.9 Submittals. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.

1.2 QUALITY ASSURANCE

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

PART TWO - PRODUCTS**2.1 SHOP DRAWINGS**

2.1.1 Scale and measurements: Make all shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

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

2.2 MANUFACTURER'S LITERATURE

2.2.1 General: Where the contents of submitted literature include data not pertinent to the submittal, **clearly indicate which portion of the contents is being submitted for review.**

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

2.3 SAMPLES

2.3.1 Accuracy of samples: Samples shall be of the precise article proposed to be furnished.

2.3.2 Number of samples required: Unless otherwise specified, submit all samples in the quantity which is required to be returned plus one which will be retained by the Architect. By pre-arrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Development Coordinator.

2.4 COLORS AND PATTERNS

Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Development Coordinator for selection.

PART THREE - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

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

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

3.2 COORDINATION OF SUBMITTALS

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

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

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

3.3 TIMING OF SUBMITTALS

3.3.1 General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing

necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

3.3.2 Architect's review time: In scheduling, allow at least 10 calendar days for review by the Development Coordinator following receipt of the submittal. Individual submittals may take more or less time for review.

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

3.4 ARCHITECT'S REVIEW

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

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

3.4.3 Revisions: If submittals are noted "Not Approved" or "Revise and Resubmit", make all revisions required by the Development Coordinator and resubmit. Make only those revisions directed or approved by the Architect. Show each drawing revision by number, date and subject in a revision block on the Shop Drawings. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided for under Article 13 in the General Conditions.

END OF SECTION

SECTION 01 50 01 - TEMPORARY UTILITIES AND FACILITIES**PART ONE - GENERAL****1.1 DESCRIPTION**

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

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

1.2 PRODUCT HANDLING

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

1.3 JOB CONDITIONS

The Owner can not require Tenants to provide utilities for work under this contract. The Contractor shall not use a Tenant's water or electricity without specific permission from the Tenant. The Contractor shall provide other sources for utilities as required.

PART TWO - PRODUCTS**2.1 UTILITIES**

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

2.1.2 Water: Furnish and install any required temporary water throughout the construction period. The Contractor shall pay all costs of temporary water service, including costs of installation, maintenance and removal of pipe and equipment. Do not use Tenant's existing water supply unless specific permission is obtained.

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

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

2.2 FIELD OFFICES AND SHEDS

No space on the sites will be available for a field office. There will be space provided for material and equipment storage. Location to be determined by owner.

2.3 SANITARY FACILITIES

Provide temporary sanitary facilities in the quantity required for use by all personnel. Maintain in a sanitary condition at all times. Do not use Tenant's existing toilet facilities. Toilet facilities can be made accessible for the contractor at the Wood Bridge Maintenance Shop at 7041 South 22nd St.. Contact Corby Renard the Development Coordinator for access.

2.4 ENCLOSURES

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

PART THREE - EXECUTION

3.1 MAINTENANCE AND REMOVAL

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

END OF SECTION

SECTION 01 60 01 - SUBSTITUTION OF MATERIALS AND APPROVAL

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

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

1.3 Requesting approval: **Each proposal shall be made in writing** to the Development Coordinator and shall include the name of the material, product, equipment or method for which the proposal is to be substituted and a complete description of the proposed substitute including drawings, brochures, performance and test data and all other information required by the Development Coordinator and Owner to make an evaluation. The Bidder shall request approval of proposed substitutions not later than 7 full calendar days prior to the bid date.

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

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

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

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

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

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

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

END OF SECTION

SECTION 01 73 01 - CLEANING

1.1 Work included: In addition to the clean up required under Paragraph 9.12 of the General Conditions of the Contract (AIA Document A107 - 2007), the Contractor shall, throughout the construction period, maintain the buildings and sites in a standard of cleanliness as described in this Section.

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

1.3 Progress cleaning:

- 1) General: Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work. Store required materials in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 2) Sites: Daily, pick up all scrap, debris, and waste material and remove from the site. Maintain the sites and all adjacent properties in a safe and orderly condition at all times. At all times during the daily progress of the Work, prevent any and all debris from blowing onto adjacent property.

1.4 Final cleaning:

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

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION**PART ONE - GENERAL****1.1 DESCRIPTION**

Selective removal and subsequent off-site disposal of existing construction including, but not necessarily limited to:

- 1) Removal and disposal of existing Residential Casework located in kitchen, common bathrooms and master bathrooms. Section 12 35 30
- 2) Removal and disposal of existing Plastic Laminate Clad Countertops in kitchen, common bathrooms and master bathrooms. Section 12 36 23
- 3) Remove and protect for reinstallation of existing Plumbing Systems to include but not necessarily limited to sinks, plumbing fixtures, faucets, water supply and waste piping, and dishwasher
- 4) Remove and protect for reinstallation kitchen appliances including but not necessarily limited to refrigerator and stove.

1.2 JOB CONDITIONS

1.2.1 Occupancy: Owner's Tenants will occupy the buildings during selective demolition. Conduct selective demolition work in a manner that will minimize the need for disruption of Owner's Tenant's normal operations.

1.2.2 Condition of Structures: Owner assumes no responsibility for actual condition of items to be demolished. Conditions existing at time of bidding will be maintained by Owner insofar as practicable.

1.2.3 Salvageable Items: All removed material shall be removed from the site for disposal or Contractor's salvage. Contractor's storage or sale of removed items on site will not be permitted.

1.2.4 Utility Services: Maintain existing utilities to remain. Keep in service and protect against damage during demolition.

1.3 PRODUCT HANDLING

1.3.1 Protection: Provide temporary barricades and other forms of protection as required to protect Owner's Tenants and general public from injury due to selective demolition work. Use all means necessary to protect all items and construction to remain.

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

PART TWO - PRODUCTS**2.1 ENVIRONMENTAL CONTROLS**

Use suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

2.1 DEBRIS REMOVAL CONTAINERS

Use dump trucks or dump trailers to collect and haul away removed materials. Roll-offs are acceptable debris removal containers.

PART THREE - EXECUTION**3.1 INSPECTION**

Prior to all work of this Section, inspect areas in which work will be performed. Photograph existing conditions of structure surfaces, equipment, or surrounding properties that could be misconstrued as damage resulting from selective demolition work; file with Architect prior to starting work.

3.2 PREPARATION

3.2.2 Locate, identify, and protect utility services to remain. Provide minimum of 24 hours advance notice to Owner if shutdown of service is necessary.

3.3 DEMOLITION

3.3.1 Scheduling: Carefully coordinate removal of existing items with installation of new work so that removal and installation can be completed in the shortest practical time and building can be repaired prior to any weather damage.

3.4 CLEANUP

3.4.1 Disposal of Demolished Materials: Remove debris, rubbish, and other materials resulting from demolition operation from building site. Transport and legally dispose off site. If hazardous materials are encountered during demolition

operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution. Burning of removed materials is not permitted on project site.

3.4.2 Final Cleanup: Upon completion of demolition work, remove tools, equipment, and demolished materials from site.

END OF SECTION

SECTION 07 92 13 - SEALANTS AND CAULKING

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Throughout the Work, seal and caulk all joints where shown on the Drawings and elsewhere as required to provide a positive barrier against passage of air and passage of moisture. The required applications of sealants and caulking include, but are not necessarily limited to, the following:

- 1) Joints between counter tops and/or backsplashes and walls;
- 2) Joints between dissimilar materials not otherwise shown, which require a barrier against air or moisture passage.

1.1.2 Related work described elsewhere: Adhere strictly to any caulking details or locations shown on the Drawings.

1.2 QUALITY ASSURANCE

1.2.1 Standards: Comply with standards specified in this Section.

1.2.2 Qualifications of installers: Proper installation of sealants and caulking requires that installers be thoroughly trained and experienced in the necessary skills and thoroughly familiar with the specified requirements. For caulking and installation of sealants throughout the Work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details shown on the Drawings and the installation requirements specified, and who can fill joints solidly and neatly.

1.3 PRODUCT HANDLING

1.3.1 Delivery and storage: Deliver all materials of this Section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers. Do not retain on the job site any materials which have exceeded the shelf life recommended by their manufacturer.

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

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

PART TWO - PRODUCTS

2.1 SEALANTS AND CAULKING

2.1.1 Exterior vertical surfaces shall be caulked with a one part, low modulus silicone compound, conforming to Fed. Spec. TT- S-1543A, and TT-S-230C, Type II, Class A and ASTM C-920. Caulking compound shall be selected from the following products, or shall be an equivalent approved by the Architect:

- 1) "Architectural Silicone 864" by Pecora Corporation;
- 2) "Chem-Calk 1000" by Bostik Construction Products Div.;
- 3) "Silicone 1200 Construction Sealant" by GE.

2.1.2 Interior joints shall be a paintable one part acrylic latex complying with ASTM C834.

2.1.3 Colors of sealants and caulking compounds shall be selected from the standard colors normally available from the specified manufacturers to match adjacent materials..

2.2 BACKUP MATERIALS

Use only those backup materials which are specifically recommended for this installation by the manufacturer of the caulking used and which are non-absorbent, nonstaining, flexible and durable.

2.3 OTHER MATERIALS

All other materials, not specifically described but required for complete and proper caulking, shall be first quality of their respective kinds, new, and as selected by the Contractor subject to the approval of the Architect.

PART THREE - EXECUTION

3.1 INSPECTION

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

3.2.1 Steel surfaces: Steel surfaces in contact with sealants/caulking shall be scraped or wire-brushed to remove mill scale. Use solvent to remove oil and grease, wiping the surfaces with clean rags. Remove protective coatings on steel by a solvent that leaves no residue.

3.2.2 Aluminum surfaces: Aluminum surfaces in contact with sealants/caulking shall be cleaned of temporary protective coatings, dirt, oil, and grease. Use only such solvents to remove protective coatings as are

recommended for that purpose by the manufacturer of the aluminum work, and which are nonstaining.

3.2.3 Concrete, brick and other cementitious surfaces: All surfaces in contact with sealants/caulking shall be dry, sound, and well brushed and cleaned free of dust. Use solvent to remove oil and grease, wiping surfaces with clean rags. Remove all surface treatments by sandblasting or wire brushing and remove all laitance and mortar from joint cavities to be caulked.

3.3 INSTALLATION OF BACKUP MATERIAL

Use only the backup material recommended by the manufacturer of the sealants/caulking. Select rod diameter in accordance to the joint width, so as to compress the backup material 25% to 50% to secure a positive and secure fit. Position backup material against joint and roll into place achieving the recommended joint depth. Avoid lengthwise stretching of the material or twisting of the material.

3.4 INSTALLATION OF SEALANTS AND CAULKING

3.4.1 General: Prior to start of installation clean joint materials to the recommendations of the manufacturer.

3.4.2 Equipment: Apply sealants and caulking under pressure with hand or power-actuated gun or other appropriate means. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.

3.4.3 Installation: Install the sealant/caulking in strict accordance with the manufacturer's recommendations as approved by the Architect, thoroughly filling all joints to the recommended depth. Tool all joints as required for a watertight and neat appearing job, applying adequate pressure to spread the sealant onto the joint surfaces. Tool the joint to a concave profile.

3.5 CLEANING UP

If sealants come into contact with surfaces other than the joint requiring caulking, clean adjacent surfaces free from sealants as the installation progresses. While sealant is uncured, dry-wipe surface followed with a solvent cleaning agent as recommended by the manufacturer.

END OF SECTION

SECTION 09 91 23 – INTERIOR PAINTING**PART ONE - GENERAL****1.1 DESCRIPTION**

Repaint all painted surfaces (**including painted wood trim**) of existing kitchens, baths, and other spaces as noted, as specified herein.

1.2 QUALITY ASSURANCE

1.2.1 Qualification of manufacturer: Products used in the work of this Section shall be only the standard products used by the Owner as listed in the Paint Schedule at Paragraph 3.5 of this Section, **No Substitutes**.

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

1.3 PRODUCT HANDLING

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

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

1.3.2 Storage of materials: Provide proper storage to prevent damage to, and deterioration of, paint materials.

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

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

1.4 JOB CONDITIONS

1.4.1 Surface temperatures: Do not apply water-base paints when the temperature of surfaces to be painted and the surrounding air temperature are below 50°F, unless otherwise permitted by the manufacturer's printed instructions.

1.4.2 Weather conditions: Do not apply paint in areas where dust is being generated.

PART TWO - PRODUCTS

2.1 PAINT MATERIALS

2.1.1 Design is based on the use of paint products manufactured by Diamond Vogel and routinely used by Lincoln Housing Authority Maintenance. **No substitutes will be accepted.**

2.1.2 Thinners: Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.

2.2 APPLICATION EQUIPMENT

For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the Architect.

2.3 OTHER MATERIALS

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

PART THREE - EXECUTION

3.1 SURFACE CONDITIONS

3.1.1 Inspection: Prior to installation of the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that surfaces to be painted are clean, dry, smooth and at the proper temperature. Verify that painting may be completed in strict accordance with the original design and with the manufacturer's recommendations.

3.1.2 Discrepancies: Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.1.3 Acceptance: The application of paint will be construed as the applicator's acceptance of the surface and working conditions.

3.2 MATERIALS PREPARATION

3.2.1 General: Mix and prepare painting materials in strict accordance with the manufacturer's recommendations. No hand mixed paint will be allowed. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.

3.2.2 Stirring: Stir all materials before application to produce a mixture of uniform density, and as required during the application of materials. Do not stir into the material any film which may form on the surface. Remove the film, and, if necessary, strain the material before using.

3.3 SURFACE PREPARATION

3.3.1 General: Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations. Remove all removable hardware prior to surface preparation and painting operations. Following completion of painting, reinstall the removed items.

3.3.2 Cleaning: Clean each surface to be painted prior to applying paint or surface treatment. Remove oil and grease with clean cloths and cleaning solvents of low toxicity and a flash point in excess of 100°F, prior to start of mechanical cleaning. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet, newly painted surfaces.

3.3.3 Preparation of drywall surfaces: Clean all drywall surfaces until they are free from loose paint, dirt, oil, and all other foreign substance.

3.3.4 Preparation of metal surfaces: Thoroughly clean all surfaces until they are completely free from dirt, oil, grease, loose mill scale and other foreign substances.

3.3.5 Preparation of wood surfaces: Clean all wood surfaces until they are free from dirt, oil, and all other foreign substance. Smooth all finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred wood surface.

3.4 PAINT APPLICATION

3.4.1 General: Apply each material in strict compliance with the manufacturer's recommendations. Use applicators and techniques best suited for the type of material being applied. Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by the manufacturer. Apply additional coats without additional charge, when undercoats, stains or other conditions show through the final coat of paint, until the paint is of a smooth, uniform finish, color and appearance.

3.4.2 Coats: Give special attention to insure that all surfaces, edges, corners, crevices, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.

3.4.3 Prime coats: Apply a prime coat where scheduled. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

3.4.4 Semi-exposed surfaces: Paint surfaces behind moveable equipment and furniture the same as adjacent exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only, before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat non-specular black paint. Paint the back sides of access panels and removable or hinged covers to match the exposed sides.

3.4.5 Pigmented (opaque) finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.

3.4.6 Transparent (clear) finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.

3.4.7 Drying: Allow sufficient drying time between coats. Modify the period as recommended by the material manufacturer to suit weather conditions. Oil-base and oleo-resinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

3.4.8 Brush application: Brush or roll out and work all coats onto the surfaces in an even film. Laps, brush marks, runs, sags, and other surface imperfections will not be acceptable.

3.5 PAINTING SCHEDULE

3.5.1 General: Painting required under this Section is called for on the Drawings or specified herein. Paint types and colors are defined below.

3.5.2 Gypsum board drywall - eggshell finish: Drywall required to receive a eggshell finish shall include existing drywall and repaired drywall where noted on the Drawings, and shall be painted as follows:

- | | |
|--------|---|
| 1 coat | Diamond Vogel Zero Plus Interior Latex Primer (at new, unpainted surfaces only) |
| 1 coat | Diamond Vogel Interior Zero VOC Latex Eggshell "Creamy White" |

3.5.3 Interior woodwork - natural finish: Woodwork required to receive a natural, transparent finish shall include base and trim to replace existing stained trim, and shall be finished as follows:

- | | |
|---------|--|
| 1 coat | Iowa Paint GlenGlo wood stain in color "Salem Maple" |
| 3 coats | Diamond Vogel Old Masters H2O Acrylic Polyurethane |

3.5.4 Interior woodwork - painted finish: Woodwork required to receive a painted finish shall include all painted wood trim in rooms to be repainted, and shall be painted as follows:

- | | |
|--------|---|
| 1 coat | Diamond Vogel Zero Plus Interior Latex Primer (at new, unpainted surfaces only) |
| 1 coat | Diamond Vogel Interior Zero VOC Latex Eggshell "Creamy White" |

3.6 CLEAN-UP AND TOUCH-UP

3.6.1 Clean-up: Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

3.6.2 Touch-up: At the completion of work of other trades, touch up and restore all damaged or defaced painted surfaces.

END OF SECTION

SECTION 12 35 30 – RESIDENTIAL CASEWORK**PART ONE - GENERAL****1.1 DESCRIPTION**

- 1.1.1 Work included: Provide all prefabricated unit kitchen cabinets, complete in place, as indicated on the Drawings, specified herein, or otherwise needed for a complete and proper installation of the work of this Section.

1.2 WARRANTY

Correct defective Work within a five-year period after Date of Substantial Completion.

1.3 SUBMITTALS

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

- 1.3.2 Manufacturers' data: Furnish Shop Drawings containing the following information:

- 1) Complete materials list of all items proposed to be furnished and installed under this Section;
- 2) Manufacturers' specifications and other data required to demonstrate compliance with the specified requirements;
- 3) Shop drawings showing locations, dimensioned plans and elevations and all details.

1.4 PRODUCT HANDLING

- 1.4.1 Delivery and storage: Deliver the materials in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturers' recommendations.

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

- 1.4.3 Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART TWO - PRODUCTS**2.1 UNIT CABINETS**

2.1.1 Design: Provide Smart Cabinetry. <http://smartcabinerty.com/>
Substitutions: See Section 016000 – Product Requirements.

2.1.2 Attributes: Provide unit cabinets with the following features:

- 1) Cabinet Door/Drawer Configuration: Standard Overlay.
- 2) Cabinet Doors:
 - a. Style: Squire manufactured by Smart Cabinerty.
 - b. Shaker mortise and tenon door, veneer flat panel. Stained finish.
 - c. Species: Maple
 - d. Stain Color: Umber
- 3) Drawers:
 - a. Solid wood sides with dovetail joints, laminate bottom panel
 - b. Drawer Front: Solid Drawer Front.
 - c. Interior Finish: Manufacturer's standard.
- 4) Shelves: Manufacturer's standard adjustable shelves and shelf supports.
- 5) Drawer and Cabinet Pulls: 3" wire pull selected from availability.
- 6) Countertops: As specified in Section 123600
- 7) Hinges: High-quality, steel concealed hinges with self-closing feature.

2.2 OTHER MATERIALS

All other materials, not specifically described but required for a complete and proper installation of the work of this Section, shall be as selected by the Contractor subject to the approval of the Architect.

2.2 FABRICATION

1. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
2. Fabricate corners and joints without gaps.
3. Fabricate each unit to be rigid and not dependent on adjacent units for rigidity
4. Provide cutouts for plumbing fixtures and appliances. Prime paint contact surfaces of cut edges.
5. When necessary to cut and fit onsite, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.3.1 General: Shop fabricate unit cabinets, installing all hardware at the shop, prior to delivery.

2.3.2 Field measurements: Verify dimensions of cabinet locations in each dwelling unit prior to fabrication.

PART THREE - EXECUTION**3.1 DELIVERY**

Deliver the work of this section to the job site in a timely manner to permit orderly progress of the total Work.

3.2 INSTALLATION OF PRE-FABRICATED CABINETS

3.2.1 General: Install all cabinets according to the manufacturer's recommendations and as shown on the Drawings.

3.2.2 Fastening: Cabinets shall be installed true to alignment, leveled, set plumb and secured solidly in place for long life under hard use. Use minimum 2" long, hardened screws for attachment. Scribe and closely fit to adjacent work. Cut and fit around pipes, ducts, columns, etc.

3.2.3 Replacements: Any cabinets which have been structurally damaged or otherwise permanently scarred or scratched after delivery to the Contractor shall be replaced to the approval of the Architect and at no additional cost to the Owner.

3.2.4 Hardware and adjustments: Install all hardware complete and adjust all moving parts to operate properly, including lubrication of hardware, if required.

3.3 CLEANING AND TOUCH UP

Leave all surfaces clean and free from defects of any kind, at the time of final acceptance.

END OF SECTION

SECTION 12 36 23.13 - PLASTIC LAMINATE CLAD COUNTERTOPS**PART ONE - GENERAL****1.1 DESCRIPTION**

1.1.1 Work included: Provide all preformed plastic laminate kitchen counters, complete, in place, as shown on the Drawings, specified herein, and needed for a complete and proper installation.

1.2 QUALITY ASSURANCE

1.2.1 Standards: Comply with standards specified herein.

1.2.2 Qualifications of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

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

1.3.2 Product data: Furnish Shop Drawings containing the following information:

- 1) Complete materials list of all items proposed to be furnished under this Section;
- 2) Shop Drawings showing each of the items to be provided under this Section, completely showing details of joinery and anchorages.

1.4 PRODUCT HANDLING

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

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

PART TWO - PRODUCTS**2.1 PARTICLE BOARD**

Structural material required to be covered with plastic laminates shall be 45 lb. density, industrial grade particle board, 3/4" thick minimum.

2.2 PLASTIC LAMINATES

All plastic laminates shall be "general purpose grade" or "forming grade" types as recommended by the manufacturer. Color and finish shall be **Wilsonart 4170-60 "Beige Pampas", no substitute.**

2.3 ADHESIVES

Use only adhesives recommended by the manufacturer of the plastic laminates used.

PART THREE - EXECUTION

3.1 INSPECTION

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF PLASTIC LAMINATES

3.2.1 Design: Counter tops shall be "preformed" with "No-Drip" edge. Backsplash shall be integral with top, forming a coved joint at the juncture of the two. End splashes, where required on the Drawings, shall be a single piece, applied side splash. Top edge of back and side splashes, shall be "self-edge" type. Conform to the details shown on the Drawings.

3.2.2 Fabrication: Fabricate the approved plastic laminate in strict accordance with the manufacturer's recommendations, conforming to the design specified above. Fabrication shall conform to ANSI A161.2 "Performance Standards for Fabricated High Pressure Decorative Laminate Countertops".

3.2.3 Installation: Install countertops and back/side splashes using short screws from the underneath side of the base cabinet.

END OF SECTION

SECTION 22 00 00 - PLUMBING SYSTEMS**PART ONE - GENERAL****1.1 DESCRIPTION**

1.1.1 Work included: Remove existing and install new kitchen sinks & dishwashers and bath lavatories and cap gas lines where shown on the Drawings, as specified herein and as needed for a complete and proper installation.

1.1.2 Interpretation of Drawings: Plumbing Subcontractors shall make all minor changes in plumbing systems required to meet code at no additional cost to the Owner. Any errors or inconsistencies in the Plans or Specifications which create a question for the Plumbing Subcontractor shall be brought to the attention of the Architect prior to the bid date.

1.1.3 Substitutions of materials and approval: Comply with the provisions of Section 01630 of these Specifications, in making all proposed substitutions.

1.2 QUALITY ASSURANCE

1.2.1 Standards: Comply with standards specified in this Section.

1.2.2 Qualifications of installers: Use sufficient journeyman plumbers and competent supervisors in execution of this portion of the Work to ensure proper and adequate installation throughout. In the acceptance or rejection of installed plumbing, no allowance will be made for lack of skill on the part of workmen.

1.2.3 Codes and regulations: In addition to complying with the specified requirements, comply with pertinent regulations and codes of governmental agencies having jurisdiction, including the National Plumbing Code, latest edition, and requirements of the National Fire Protection Association, latest editions. In the event of conflict between or among specified requirements and pertinent regulations and codes, the conflict shall be brought to the attention of the Architect, and the more stringent requirement shall govern.

1.3 SUBMITTALS

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

1.3.2 Product data: Furnish Shop Drawings containing the following information:

- 1) Complete materials list of all items proposed to be furnished and installed under this Section;
- 2) Manufacturer's specifications, catalog cuts and other data required, on all plumbing fixtures & faucets proposed for the work of this Section.

1.4 PRODUCT HANDLING

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

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

PART TWO - PRODUCTS

2.1 PIPE

2.1.1 Soil, waste, and vents in building and above ground: Provide NSF approved, Schedule 40 PVC plastic pipe and fittings conforming to ASTM D2665 and to the local plumbing code. Provide code approved solvent for making weld type joint connections, strictly complying with the manufacturer's recommendations.

2.1.2 Domestic water piping in building: Provide hot and cold seamless copper water tube conforming to ASTM B88, with wrought or forged copper fittings for sweating with 95-5 tin-antimony solder. Provide steel braided flex supply tube from shut-off valves to fixtures and dishwasher. Provide type "L" hard-drawn temper copper tube at other locations.

2.2 VALVES

Provide new ball valve type stop valves for hot and cold water supplies at all new and reinstalled fixtures. All stop valves to be as manufactured by Aqua-Flow; stop valves manufactured by Midland Metals will NOT be acceptable. At kitchen sinks provide Watts #DV389400 1/2" compression to two 3/8" compression stop valves or approved equivalent at hot water supply, and provide Aqua-Flow 1/2" compression to 3/8" compression straight stop valves or approved equivalent at cold water supply.

2.3 ISOLATION

Isolate all dissimilar metals with isolators equaling or exceeding the quality of "EPCO" dielectric unions.

2.4 FIXTURES AND EQUIPMENT

Provide fixtures and faucets as scheduled on the Drawings. Sinks, faucets, and garbage disposals shall be models scheduled with NO SUBSTITUTES. All traps and tailpieces are to be not less than 17 gauge chrome plated brass.

2.5 OTHER MATERIALS

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

PART THREE - EXECUTION**3.1 INSPECTION**

Examine the areas and conditions under which work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 COORDINATION

Coordinate as necessary with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section. Coordinate the installation of plumbing items with the schedule for work of other trades to prevent unnecessary delays in the total Work. See Supplementary Conditions Paragraph I. for scheduling requirements.

3.3 INSTALLATION, GENERAL

Install all piping, fixtures, and faucets in a safe and sanitary manner in accordance with all applicable codes. Do not leave any tool marks on finished surfaces. At kitchen sinks, and bath lavatories, install trap adapter to existing galvanized iron pipe in order to extend connection past back of cabinet. No Fernco type couplings will be acceptable for any connections except at kitchen drain modifications as shown. Immediately replace all leaking components.

3.4 TESTING

Furnish all equipment, and personnel required, and test as necessary to demonstrate the integrity of the finished installation to the approval of all pertinent authorities.

END OF SECTION

SECTION 26 00 00 - ELECTRICAL SYSTEMS**PART ONE - GENERAL****1.1 DESCRIPTION**

1.1.1 Work included: Provide all electrical work to disconnect existing and connect new garbage disposals, connect new electric refrigerators, ranges and dishwashers, bring kitchen receptacles up to current code, and perform other electrical modifications as noted on the Drawings, as specified herein and as needed for a complete and proper installation.

1.1.2 Interpretation of Drawings: Electrical Subcontractors shall make all minor changes in electrical systems required to meet code at no additional cost to the Owner. Any errors or inconsistencies in the Plans or Specifications which create a question for the Electrical Subcontractor shall be brought to the attention of the Architect prior to the bid date.

1.1.3 Substitutions of materials and approval: Comply with the provisions of Section 01630 of these Specifications, in making all proposed substitutions.

1.2 QUALITY ASSURANCE

1.2.1 Standards: Comply with the specified standards.

1.2.2 Qualifications of installers: Use sufficient journey-man electricians and competent supervisors in execution of this portion of the Work to ensure proper and adequate installation throughout. In the acceptance or rejection of installed work, no allowance will be made for lack of skill on the part of workmen.

1.2.3 Codes and regulations: In addition to complying with the specified requirements, comply with pertinent regulations and codes of governmental agencies having jurisdiction, including the National Electrical Code, latest edition, requirements of the National Fire Protection Association, latest editions, and local utility company regulations. In the event of conflict between or among specified requirements and pertinent regulations and codes, bring the conflict to the attention of the Architect. The more stringent requirement shall govern.

1.2.3 Code compliance: Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.

1.3 SUBMITTALS

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

1.3.2 Product data: Provide submittals containing the following information:

- 1) Complete materials list of all items proposed to be furnished and installed under this Section;
- 2) Manufacturer's specifications, catalog cuts and other data required to demonstrate compliance with the specified requirements.

1.4 PRODUCT HANDLING

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

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

PART TWO - PRODUCT

2.1 GENERAL

Provide only materials that are new, and of the type and quality specified. Where Underwriters' Laboratories, Inc. has established standards for such materials, provide only materials bearing the UL label.

2.2 DISTRIBUTION SYSTEM

2.2.1 Outlet boxes: Where permitted by Code, reuse existing boxes. Where new boxes are required, they shall be non-metallic, fiberglass boxes or metal boxes. Provide all required accessories, including mounting brackets, fixture studs, removable covers or plaster rings.

2.2.2 Conductors and wire connectors: Conductors for branch circuit wiring shall be plastic sheathed, non-metallic cable or as otherwise required by applicable codes. No wire shall be smaller than No. 14/2 wire with ground.

2.2.3 Connectors: Provide pressure-type, solderless connectors, unless otherwise noted or required. For No. 6 wire and smaller, provide connectors of twist-on type, such as "Scotchlock" Type R, or Ideal "Wing Nuts". Pressure indent type connectors are not allowed. Wire connectors shall be UL listed for use with copper, 600 v wire at 105° maximum operating temperature.

2.3 WIRING DEVICES

2.3.1 Receptacles: Provide receptacles rated at 15 amp, and where required, 20 amp, 125 volts AC, residential duty, 2 pole, 3 wire grounding duplex, as manufactured by Leviton, or equivalent. All receptacle bodies shall be colored to match existing. Provide the following quality:

Duplex Receptacles (20 amp)	Leviton No. 5361-I
Duplex Receptacles (15 amp)	Leviton No. 5320-I
Ground-Fault Receptacles	Leviton No. 6899-I

2.3.2 Cover plates: Provide cover plates for all new wiring devices. Provide commercial grade, smooth thermoplastic flush plates.

2.5 OTHER MATERIALS

Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART THREE - EXECUTION

3.1 INSPECTION

Examine the areas and conditions under which the work of this Section will be performed. Correct conditions detrimental to the timely and proper completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

3.2.1 Coordination of work: Coordinate as necessary with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section. Coordinate the installation of electrical items with the schedule for work of other trades to prevent unnecessary delays in the total Work. See Supplementary Conditions Paragraph I. for scheduling requirements.

3.2.2 Resolution of conflicts: Where deviations are required to conform with actual construction and the work of other trades, make all such deviations without additional cost to the Owner.

3.3 CUTTING FLOORS, WALLS, OR CEILINGS

Using skilled craftsmen, provide all cutting, fitting, patching and repairing required for the installation of the work of this Section. Do not weaken any structural member. Caulk as required to waterproof.

3.4 INSTALLATION OF COMPONENTS

3.4.1 General: Install all components to conform to the applicable requirements of NEC. Install conductors in NM cable where allowed by Code. Install conductor sizes as noted above, noted on the Drawings, or as required by the NEC.

3.4.2 Branch circuit layout shall be as follows or as required by code:

- 1) At least two 20 amp circuits shall be provided to serve receptacle outlets in the kitchen;
- 2) Convenience outlets required to be protected by ground fault interrupter circuit breakers or GFI receptacles shall be all outlets in kitchens and near bath sinks, and elsewhere as required by the N.E.C. or shown on the Drawings.

3.4.3 Installation of NM conductors shall be as follows:

- 1) Conceal all conductors in walls or ceiling space unless otherwise specifically approved by the Architect or Owner. Wiremold will be allowed in locations where required cutting and patching for concealed conductors would be so extensive as to be impractical;
- 2) Conductors shall be continuous from outlet to outlet. Splices shall occur only in outlet or junction boxes;
- 3) Keep all conductors at least 6" away from hot water pipes;
- 4) Where conductors are run through wood joists or studs, holes or openings only large enough for conduit or cable passage shall be drilled through studs or joists at center of member;
- 5) Secure and support all conductors and conduits in place with approved fasteners at the recommended spacing. Position plastic sheathed conductors back from face of all rough framing a minimum of 1" to prevent damage from drywall fasteners;

3.4.4 Connections: For smaller than No. 6 AWG conductors, use the specified pre-insulated twist-on connectors. Pressure indent type connectors shall not be used. Connectors of the porcelain cup type shall not be used. Tape joints where required, using rubber friction tape, or vinyl plastic tape as manufactured by Minnesota Mining & Manufacturing Company, or equivalent.

3.5 INSTALLATION OF BOXES AND WIRING DEVICES

3.5.1 Outlet boxes: Install boxes where shown on the Drawings or where required. Install extension rings where required. Install plumb and flush with finished surfaces. Enclose and gasket boxes installed in wet or damp areas, and use corrosion resistant fasteners.

3.5.2 Knockouts: Remove only knockouts as required and plug unused openings. Use threaded plugs for cast metal boxes and snap-in metal covers for sheet metal boxes.

3.5.3 Securing: Boxes shall be secured with wood screws or nails. Mounting straps, brackets or bar hangers shall be used as necessary to place boxes between structural studs. Rigidly secure all boxes in place so as to resist displacement by subsequent construction.

3.5.4 Mounting position: Where boxes are installed concealed, the front surface of the box, or extension ring shall be not more than 1/4" short of being flush with the finished surface. No box shall be installed so as to be inaccessible in the finished work.

3.5.5 Devices: Clean any and all debris from outlet boxes, and install devices securely to boxes using the appropriate screws. Install devices plumb and so that device plates will be flush and tight to the finished wall surfaces. Install 3-wire grounded convenience receptacles in the outlet boxes so that the grounding terminal hole or slot is on the bottom, below the current-carrying slots.

3.5.6 Plates: Install device plates after painting work is completed.

3.5.7 Circuits: Provide new breakers in existing panel where required for new equipment. Clearly label all new circuits and circuits to which equipment has been added on existing panel schedule.

3.6 GROUNDING

3.6.1 General: Except where specifically indicated other-wise, ground all noncurrent-carrying metallic parts of the electrical system, in an approved manner, in accordance with the current edition of the National Electrical Code and all local codes.

3.6.2 Grounding conductors: Provide copper conductors, bare or with green insulation of the size required by the National Electrical Code or otherwise indicated and install in exposed conduit.

3.7 INSTALLATION OF LIGHT FIXTURES

3.7.1 General: Install lighting fixtures complete and ready for service in accordance with the Light Fixture Schedule shown on the Drawings.

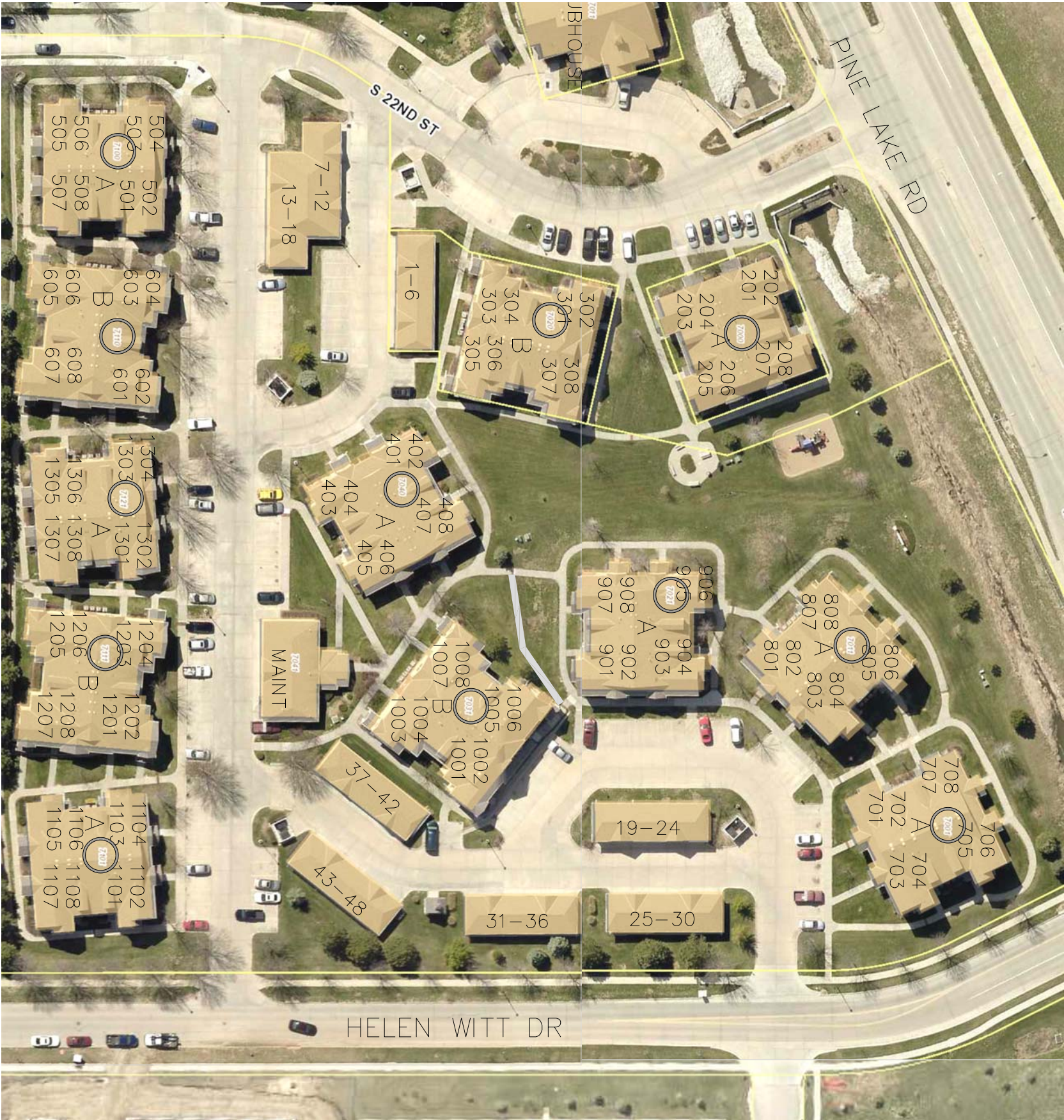
3.7.2 Supports: Install all lighting fixtures so that the weight of the fixture is supported, either directly or indirectly, by a sound and safe structural member of the building, using adequate number and type of fasteners to assure safe installation. Do not support from gypsum board alone. Where mounting frames are required, use only bonderized, galvanized or sherardized steel for frames, etc. for protection against rust and corrosion. Screwed fastenings, and toggle bolts through ceiling material or wall paneling, are not acceptable.

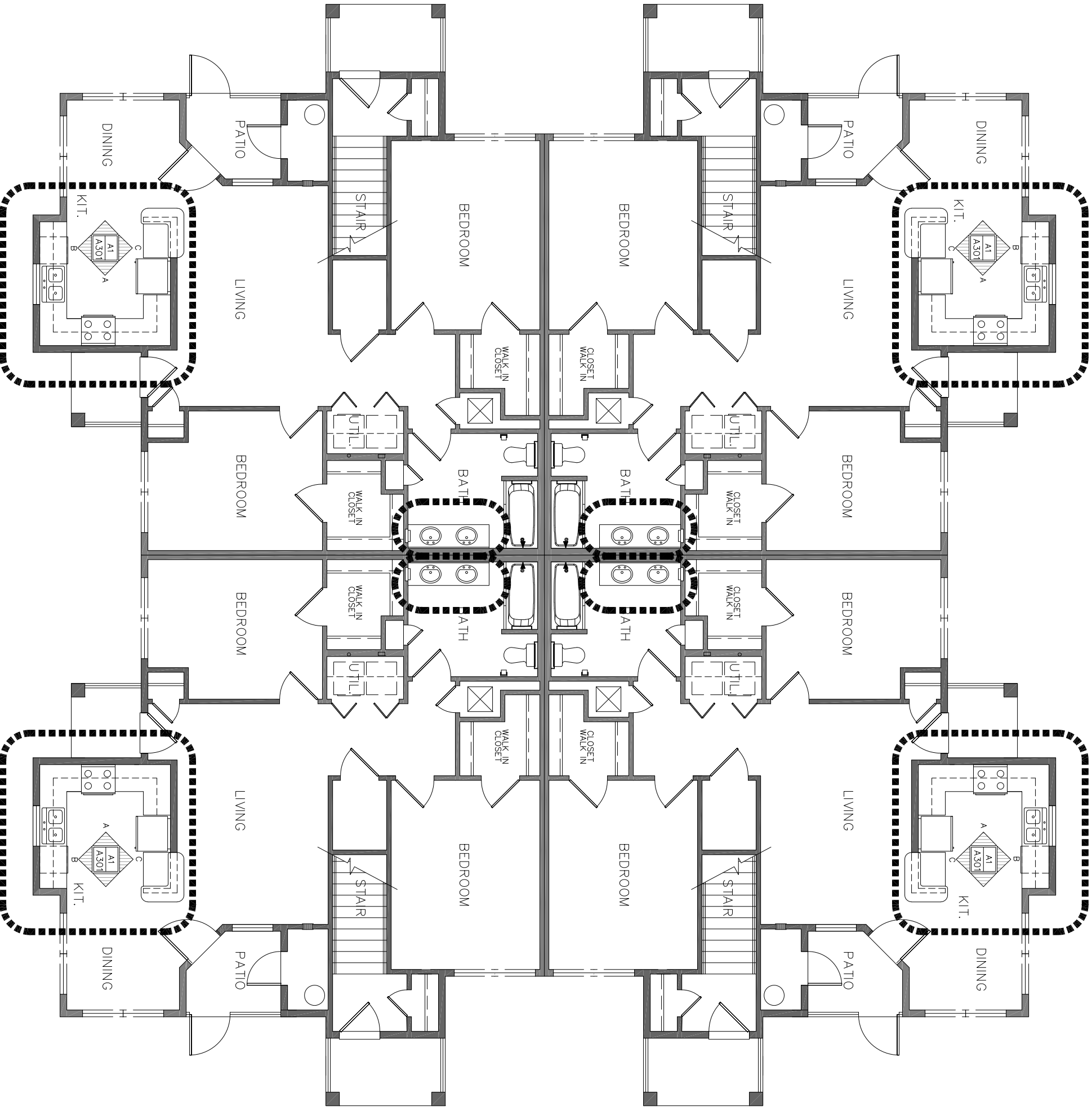
3.8 TESTING AND INSPECTION

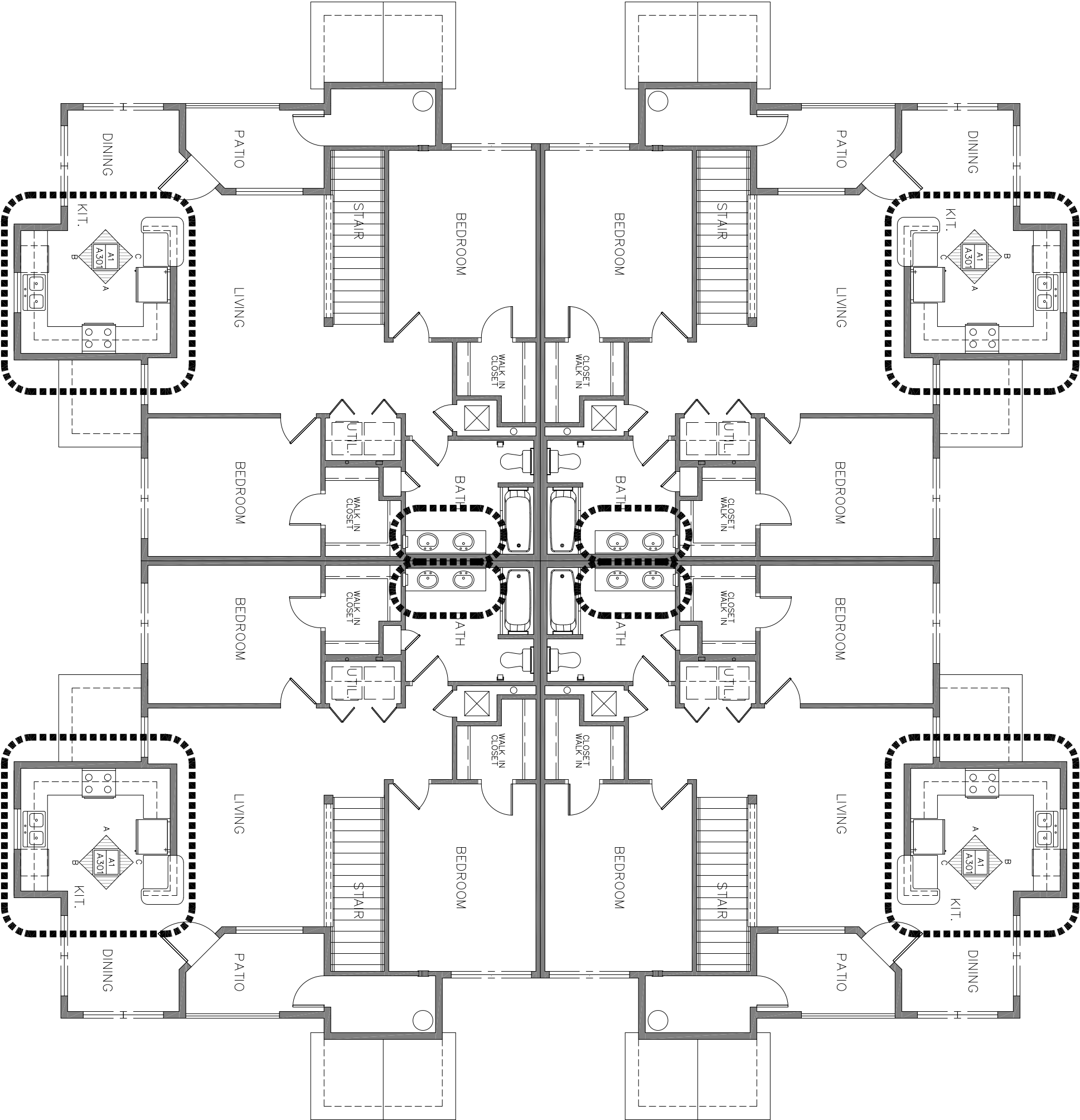
3.8.1 Testing: Upon completion of this portion of the work, test all parts of the electrical system. Verify that all equipment furnished, installed, and/or connected under this Section of these Specifications functions electrically in the required manner. Test all circuits and systems for proper neutral connections, free from short circuits and grounds.

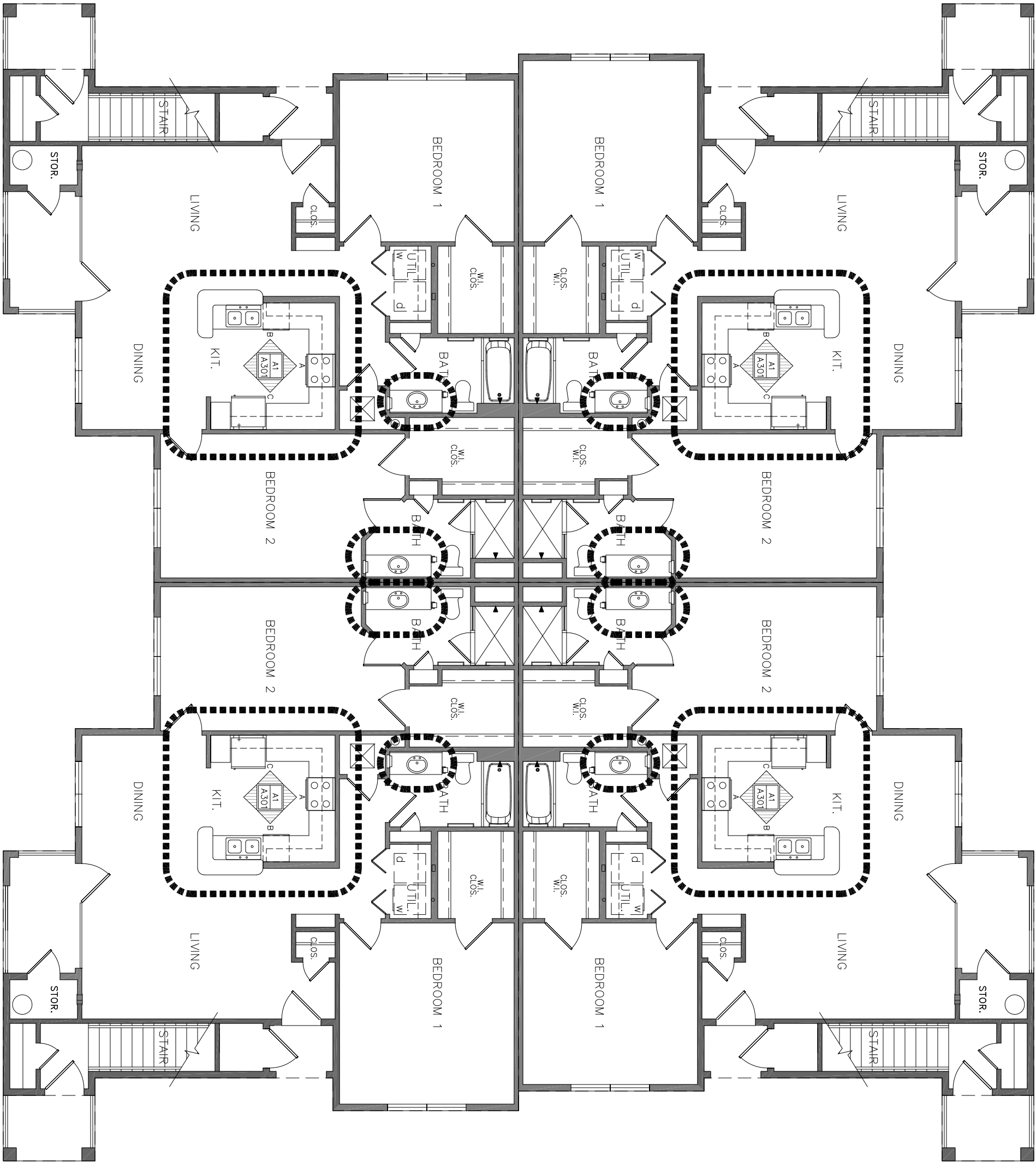
3.8.2 Inspections: Provide personnel and equipment, make required tests, and secure required approvals from the Architect and codes enforcing agencies having jurisdiction. Test all parts of the electrical system and verify that all items function electrically in the required manner.

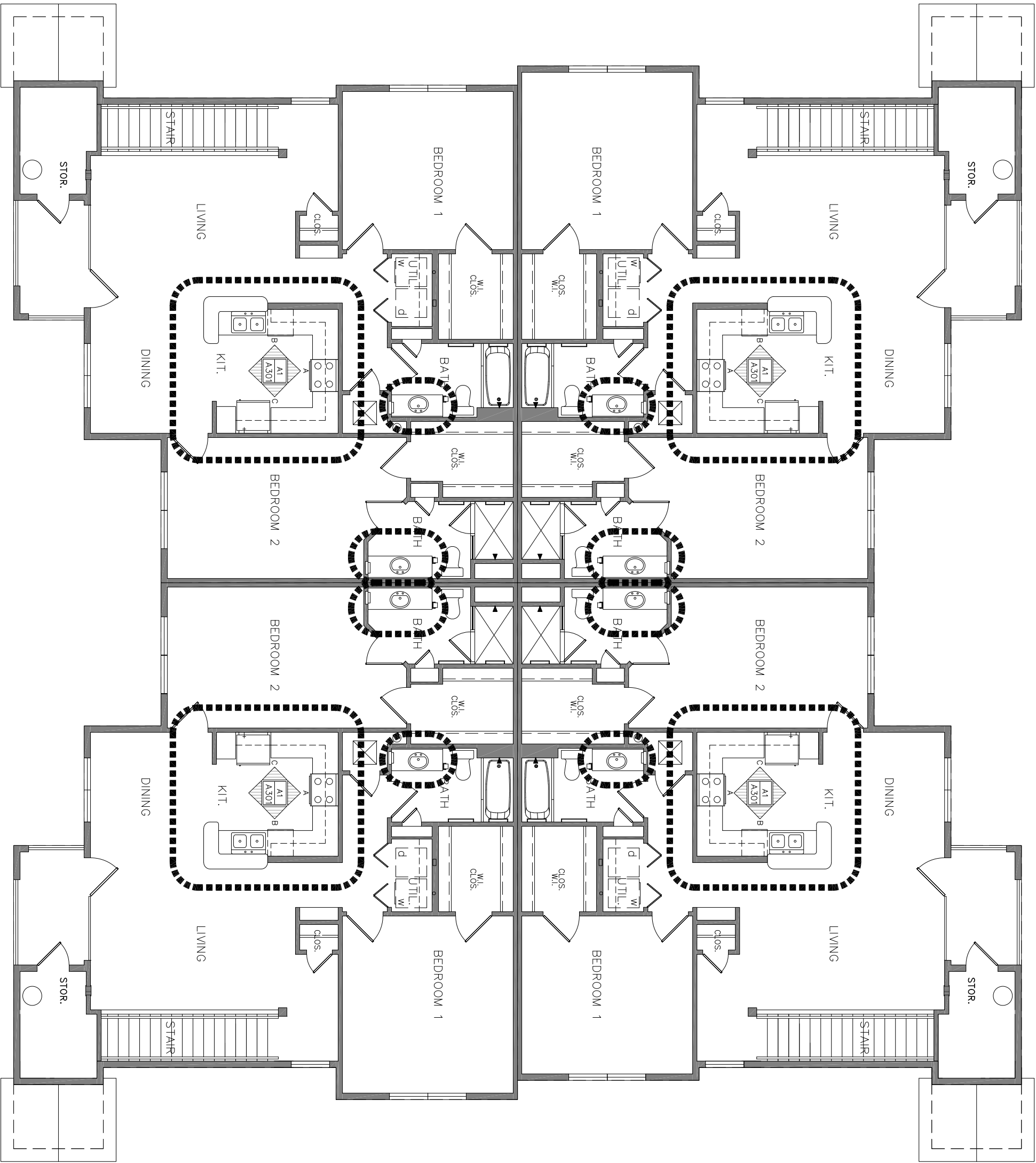
END OF SECTION

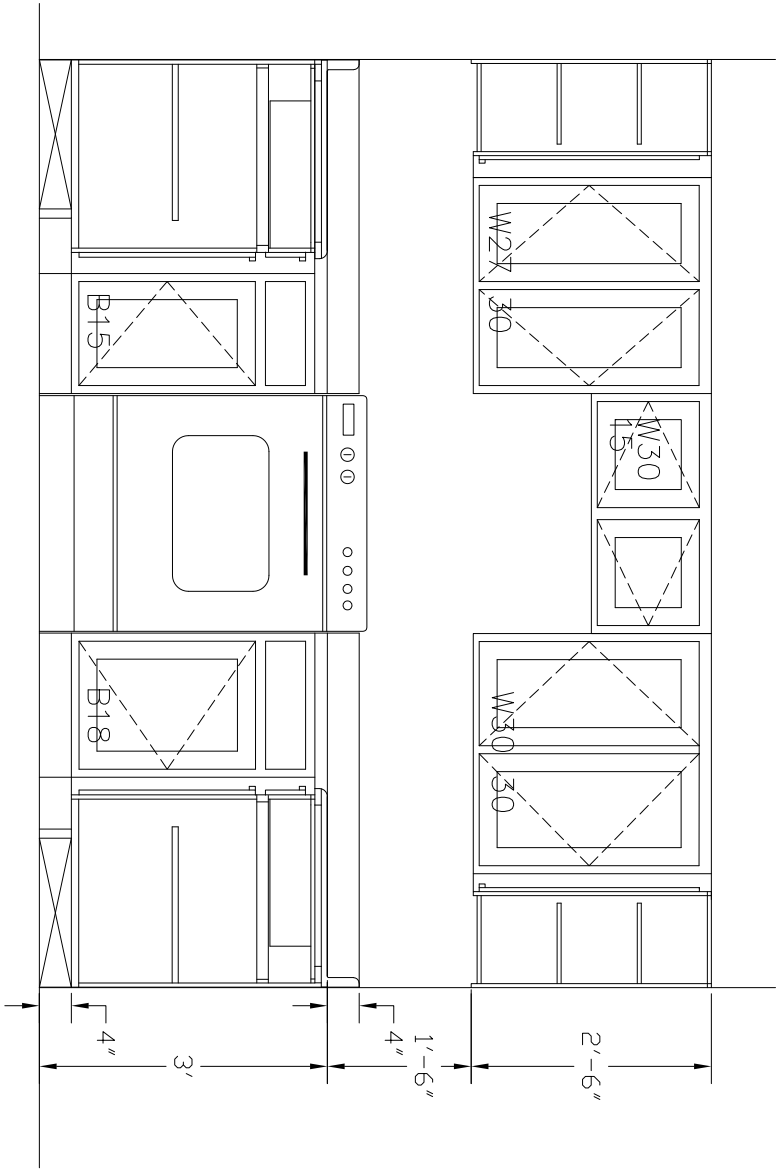








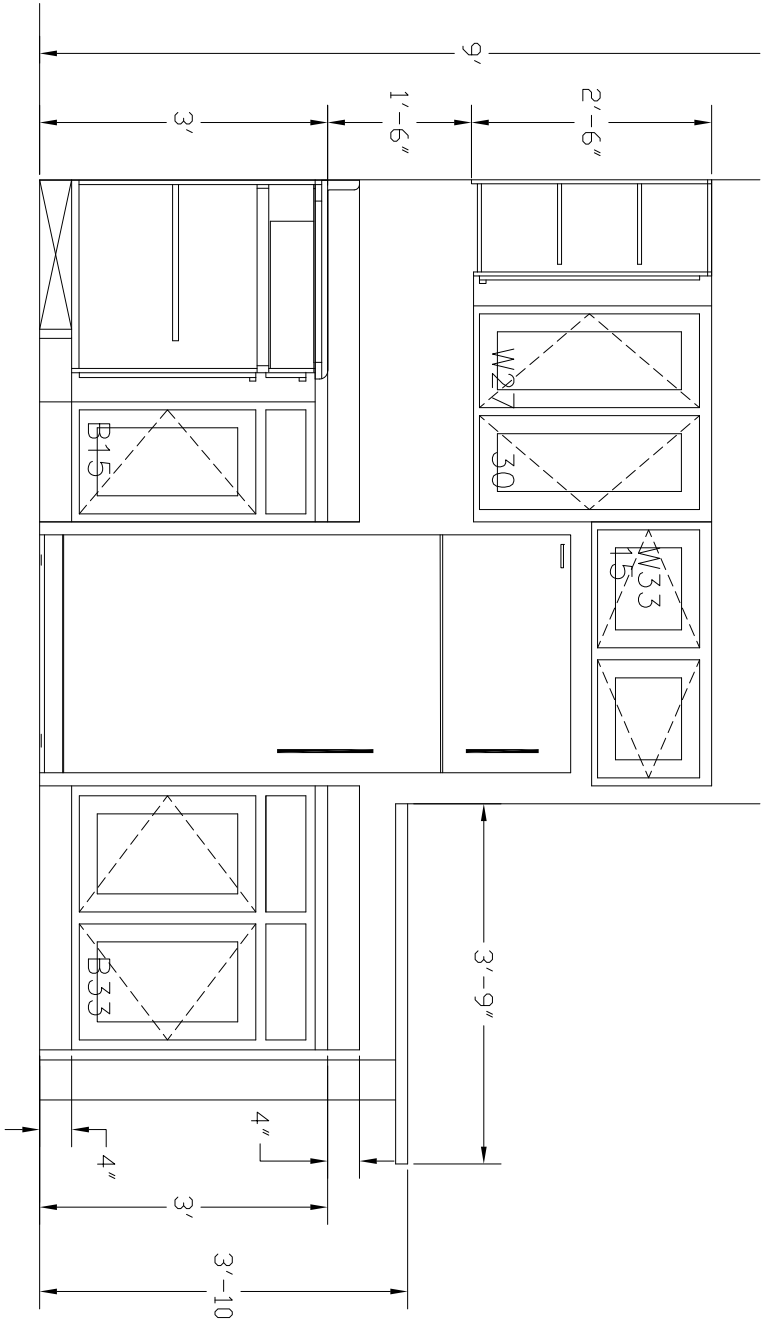




A TYPE "A" LOWER KITCHEN ELEVATION

C6

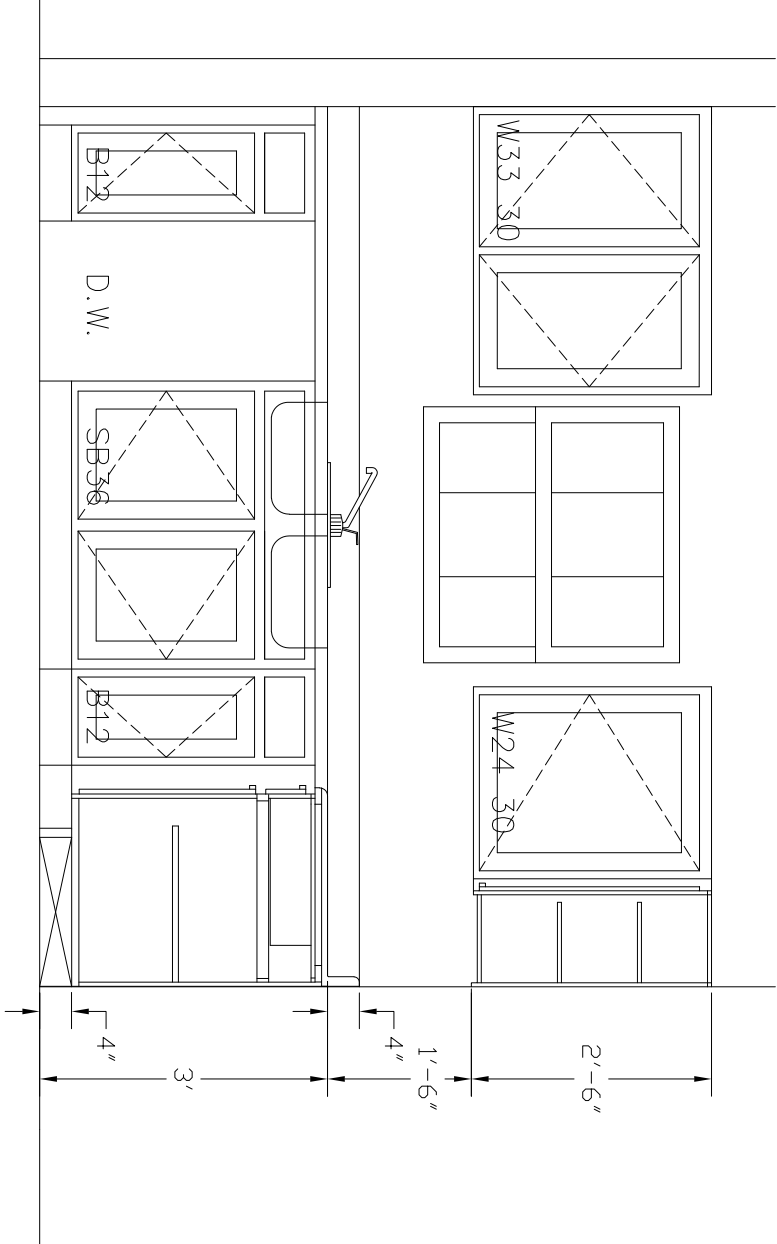
SCALE : 1/2" = 1'



C TYPE "A" LOWER KITCHEN ELEVATION

C6

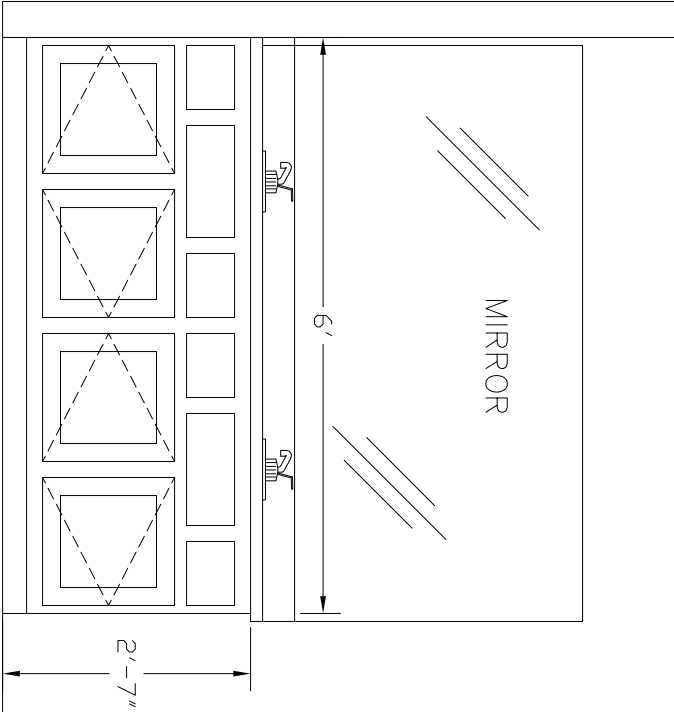
SCALE : 1/2" = 1'



B TYPE "A" LOWER KITCHEN ELEVATION

C6

SCALE : 1/2" = 1'

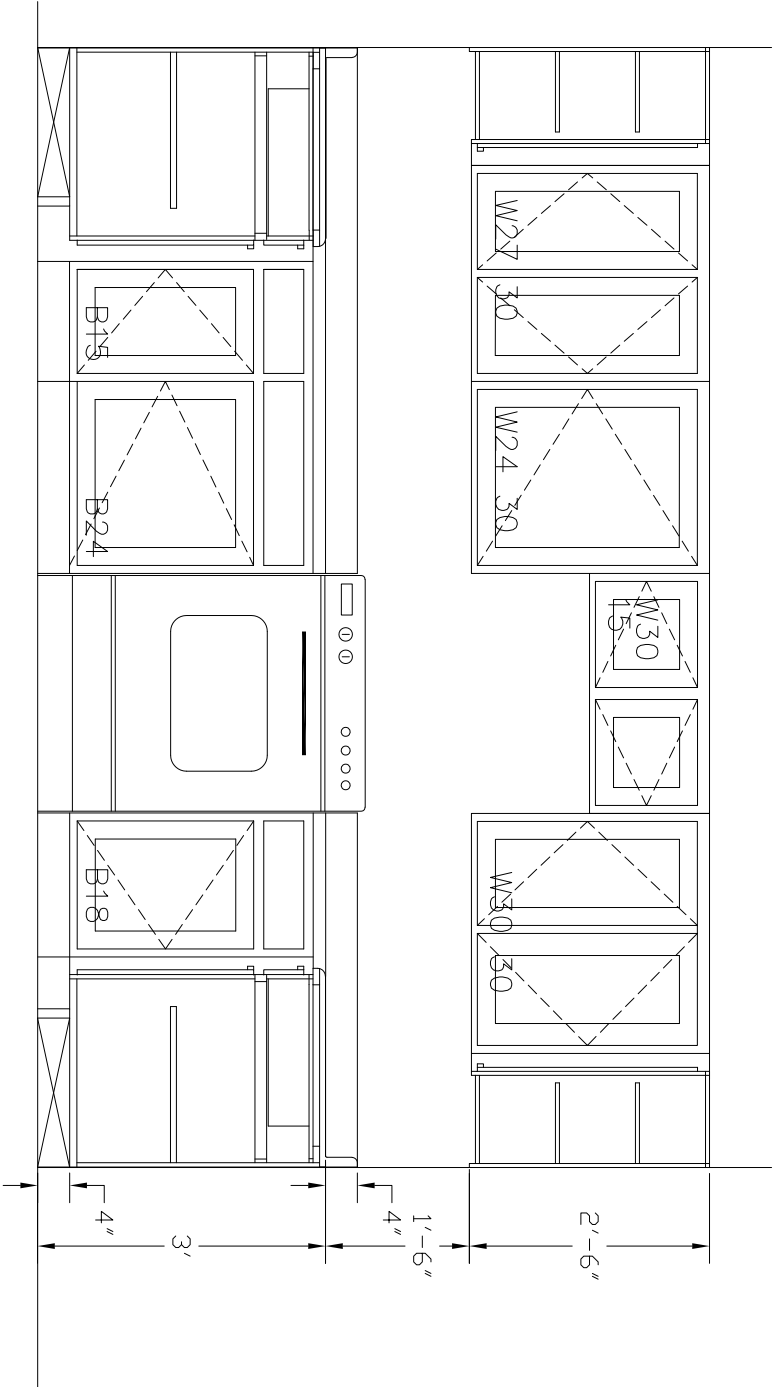


- REMODEL NOTES
1. REMOVE EXISTING BASE CABINETS. INSTALL NEW BASE CABINETS.
 2. REMOVE EXISTING WALL CABINETS. INSTALL NEW WALL CABINETS.
 3. REMOVE EXISTING BATHROOM VANITY CABINETS.
 4. INSTALL NEW BATHROOM VANITY CABINETS.
 5. INSTALL NEW LAMINATE ON BAR HEIGHT COUNTERTOP.
 6. REMOVE EXISTING COUNTERTOP, INSTALL NEW COUNTERTOP.
 7. PROTECT AND REINSTALL SINK, FAUCET, AND DISPOSER.
 8. PATCH AND REPAIR WALL DAMAGE CAUSED BY INSTALLATION.
 9. PAINT ENTIRE WALLS & TRIM WHERE CABINET INSTALL OCCURRED.
 10. PROTECT AND REINSTALL REFRIGERATOR AND RANGE.

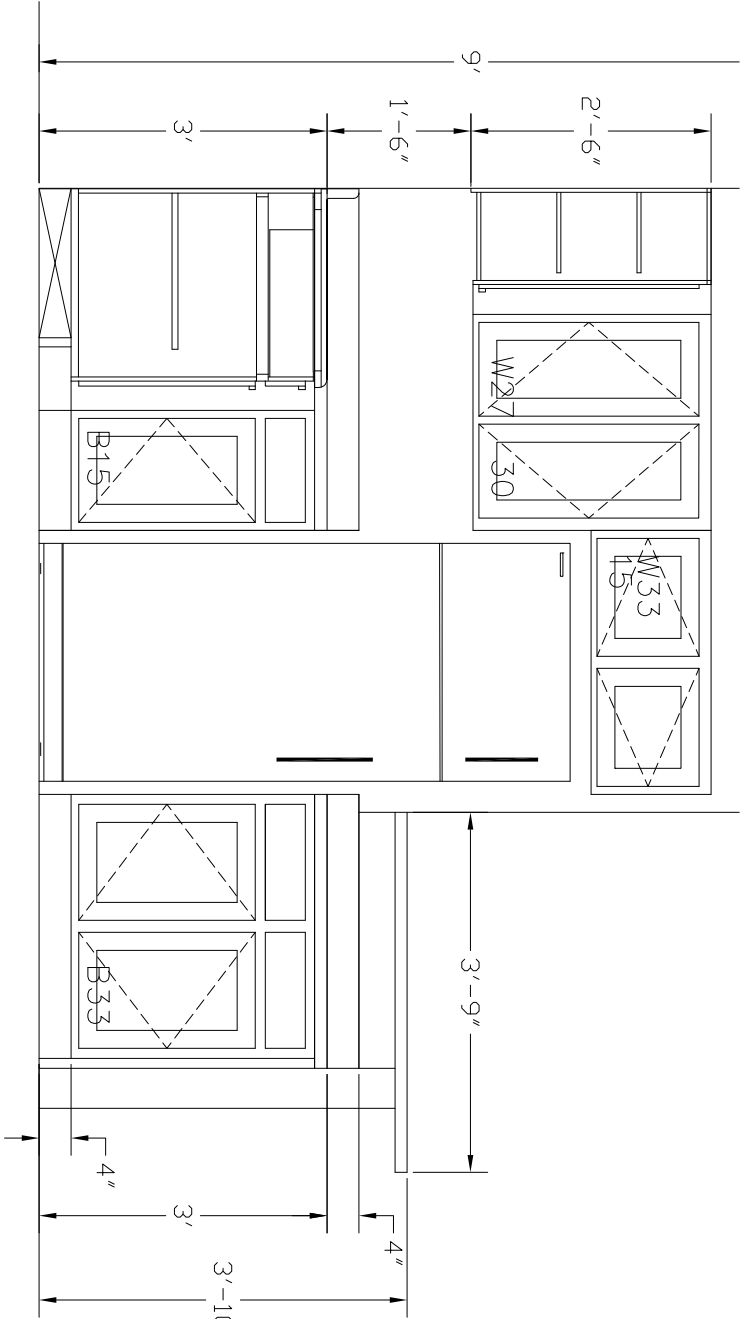
D TYPE "A" LOWER VANITY ELEVATION

C6

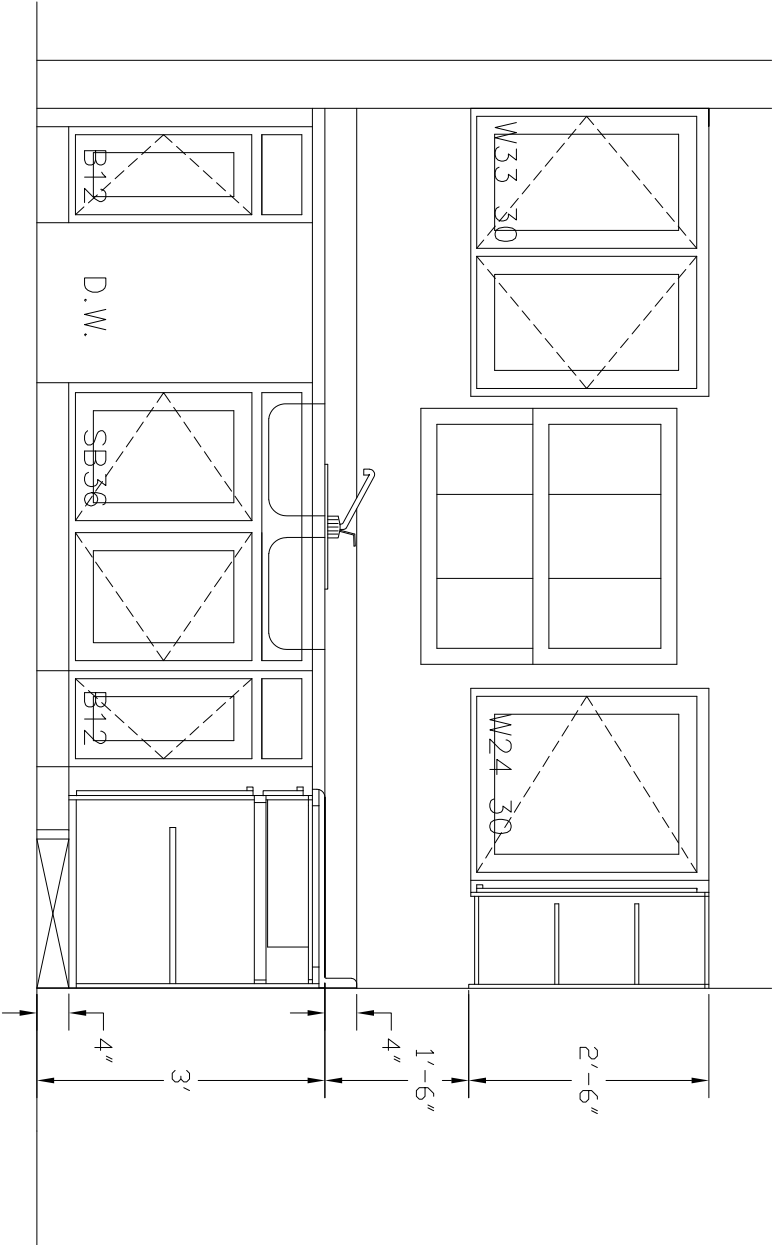
SCALE : 1/2" = 1'



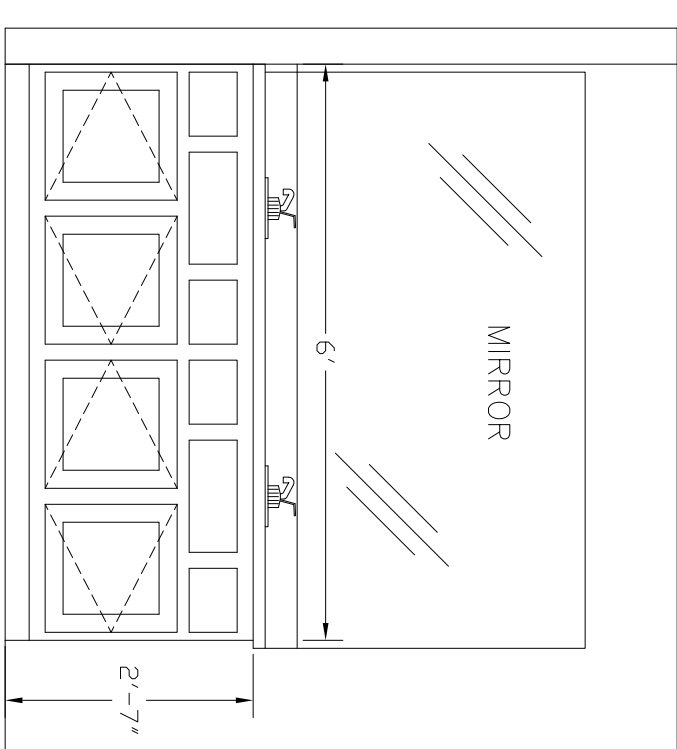
A	TYPE "A" UPPER KITCHEN ELEVATION
C7	SCALE : 1/2" = 1'



C	TYPE "A" UPPER KITCHEN ELEVATION
C7	SCALE : 1/2" = 1'

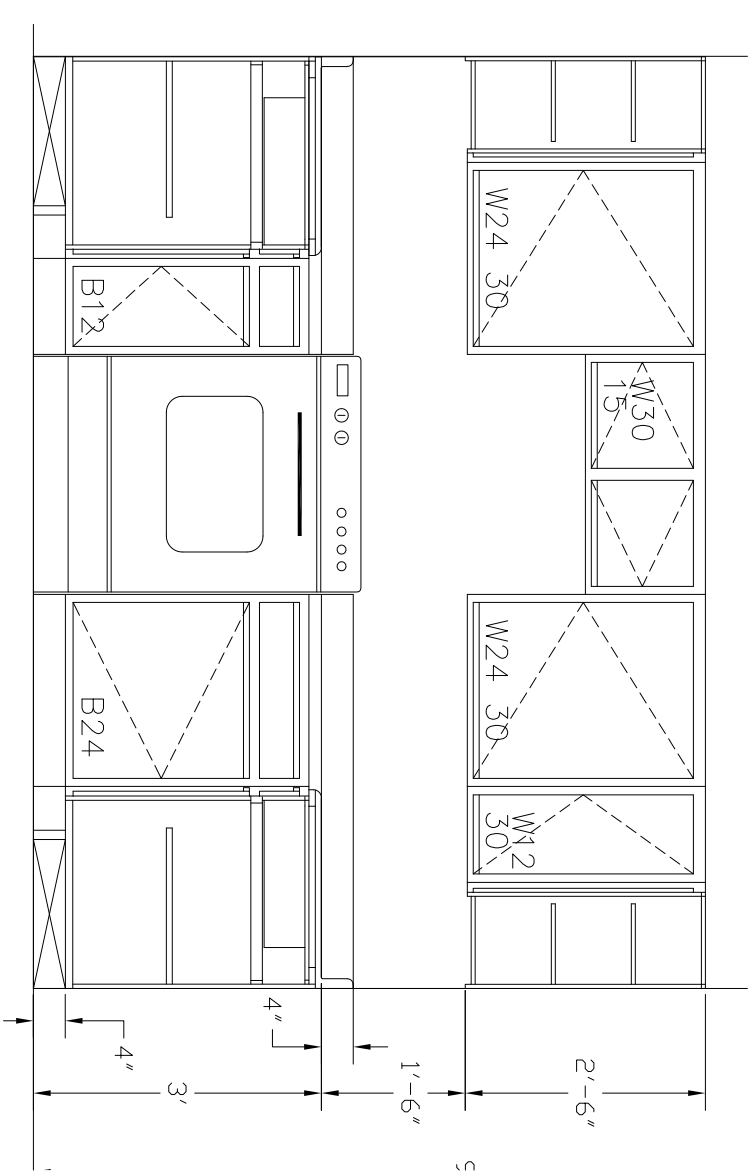


B	TYPE "A" UPPER KITCHEN ELEVATION
C7	SCALE : 1/2" = 1'



D	TYPE "A" UPPER VANITY ELEVATION
C7	SCALE : 1/2" = 1'

- REMODEL NOTES
1. REMOVE EXISTING BASE CABINETS. INSTALL NEW BASE CABINETS.
 2. REMOVE EXISTING WALL CABINETS. INSTALL NEW WALL CABINETS.
 3. REMOVE EXISTING BATHROOM VANITY CABINETS.
 4. INSTALL NEW BATHROOM VANITY CABINETS.
 5. INSTALL NEW LAMINATE ON BAR HEIGHT COUNTERTOP.
 6. REMOVE EXISTING COUNTERTOP, INSTALL NEW COUNTERTOP.
 7. PROTECT AND REINSTALL SINK, FAUCET, AND DISPOSER.
 8. PATCH AND REPAIR WALL DAMAGE CAUSED BY INSTALLATION.
 9. PAINT ENTIRE WALLS & TRIM WHERE CABINET INSTALL OCCURRED.
 10. PROTECT AND REINSTALL REFRIGERATOR AND RANGE.

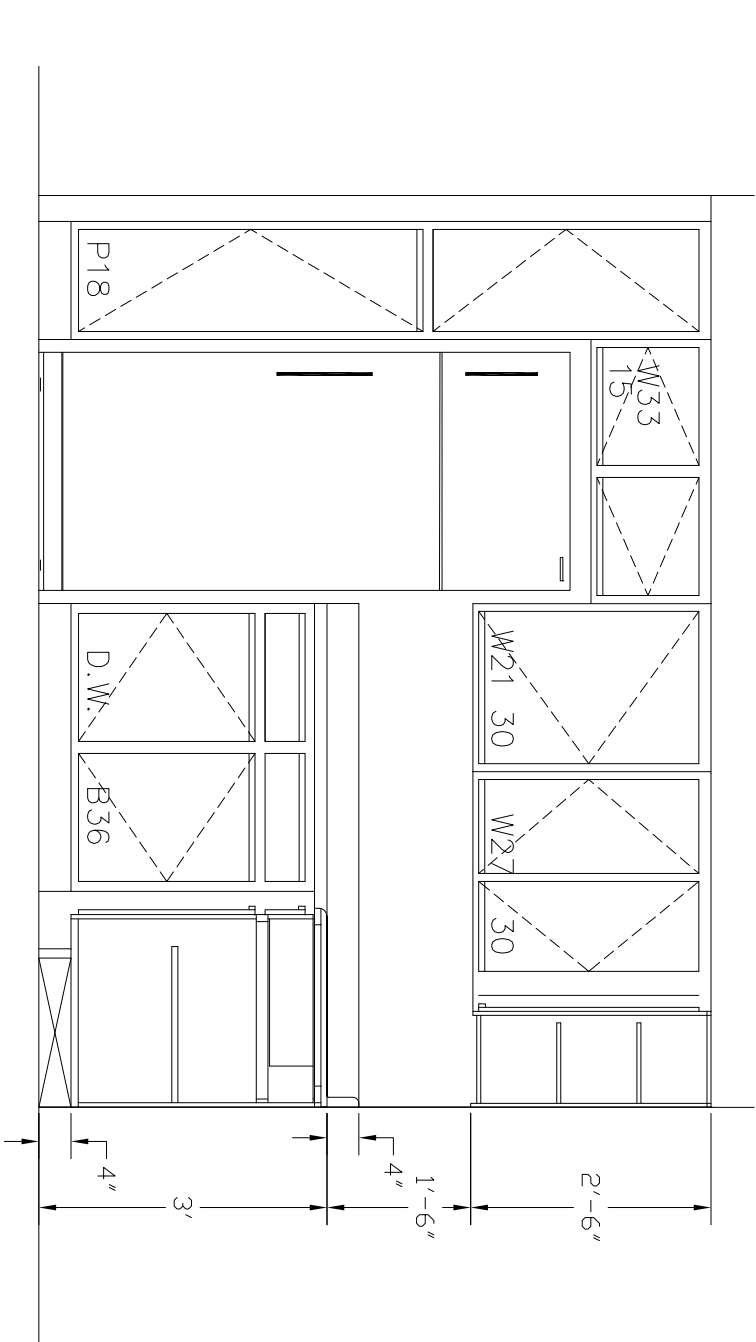


A

TPE "B" LOWER KITCHEN ELEVATION

C8

SCALE : 1/2" = 1'

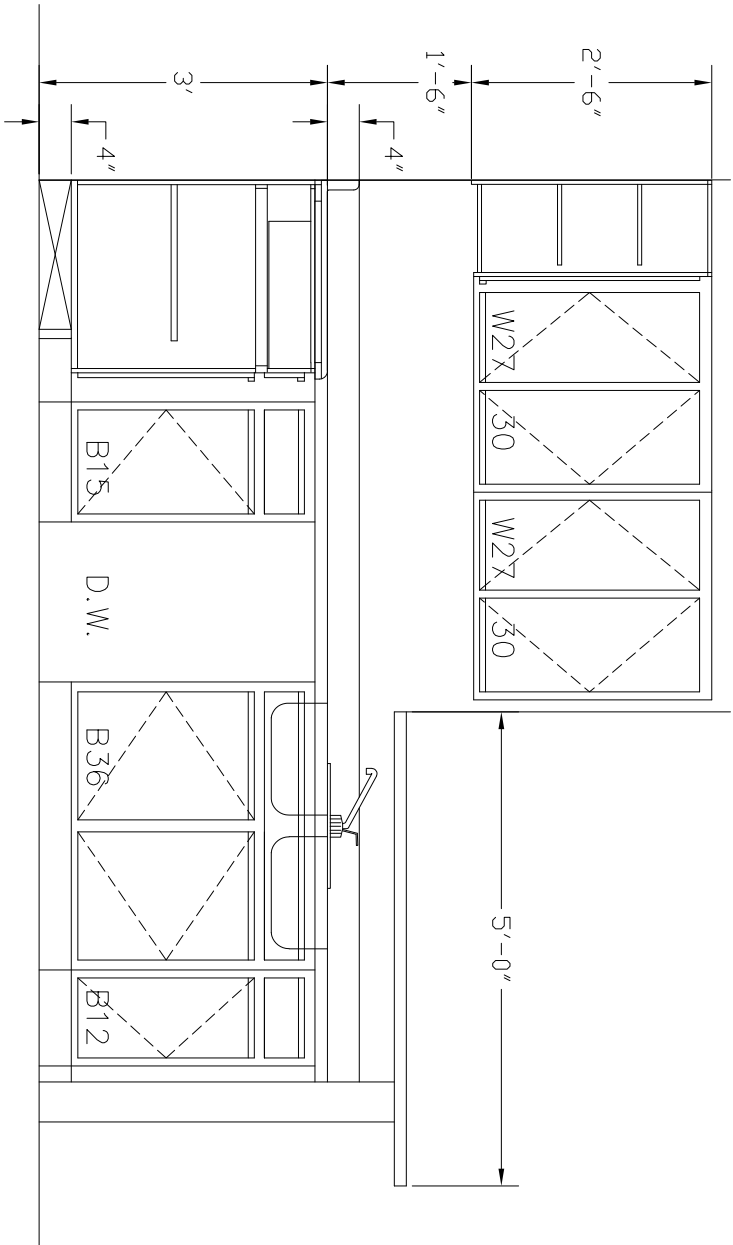


C

TYPE "B" LOWER KITCHEN ELEVATION

C8

SCALE : 1/2" = 1'

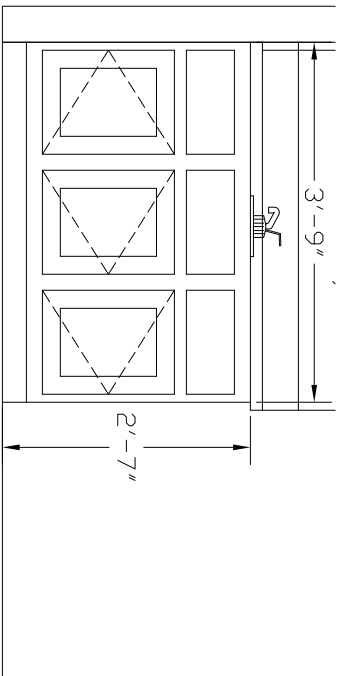


B

TYPE "B" LOWER KITCHEN ELEVATION

C8

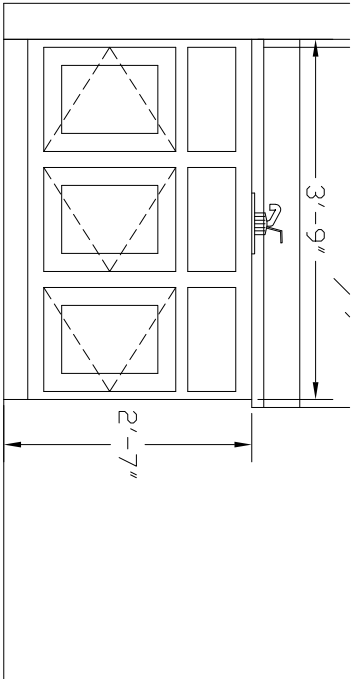
SCALE : 1/2" = 1'



D

TYPE "B" MASTER VANITY

C8



E

TYPE "B" COMMON VANITY

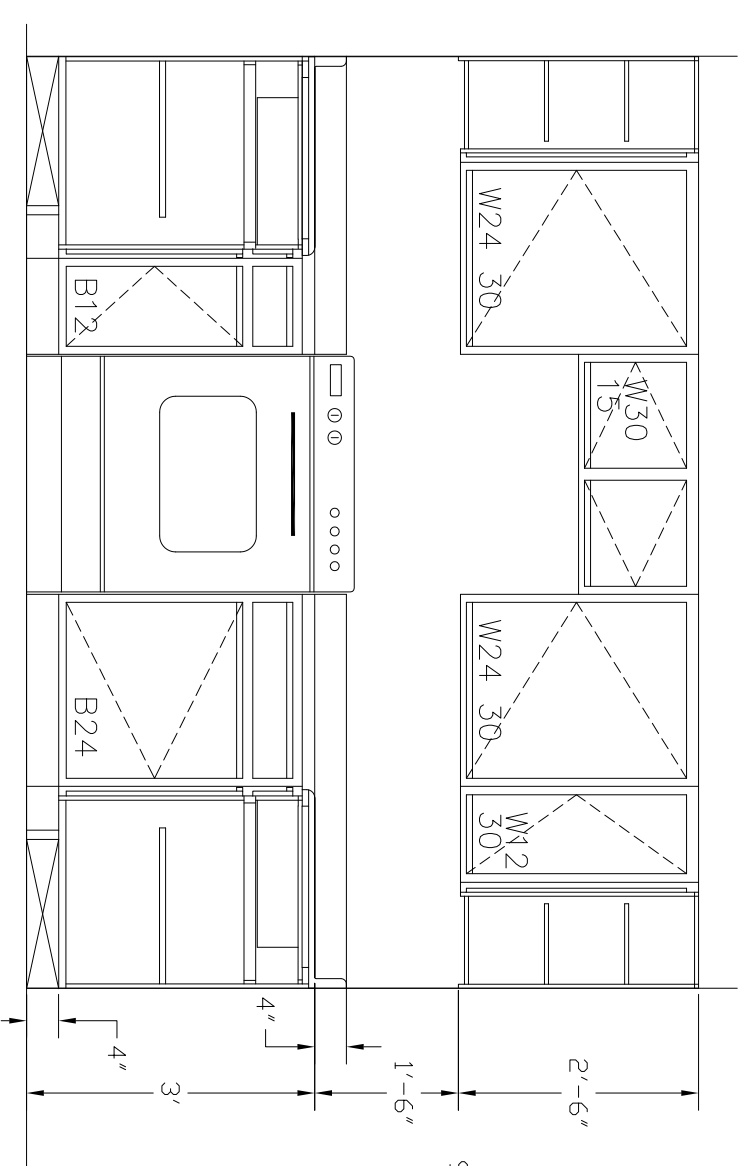
C8

SCALE : 1/2" = 1'

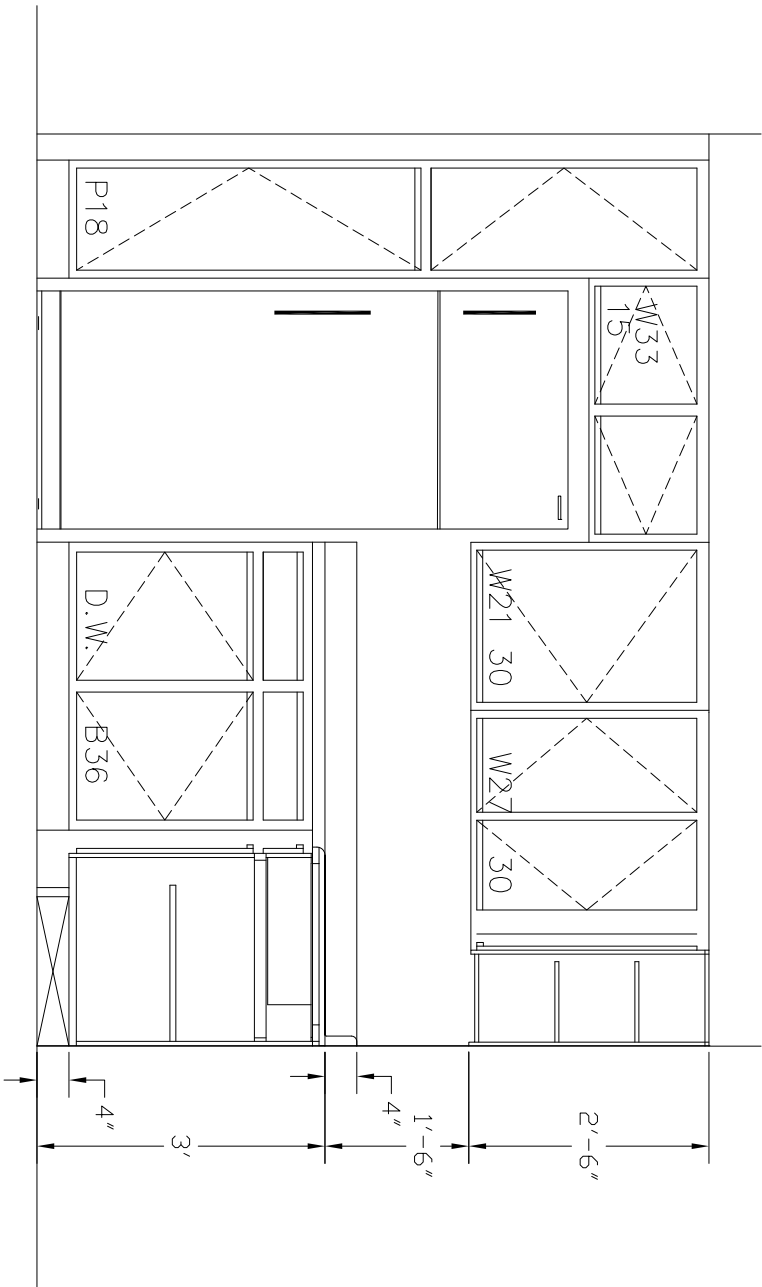
- REMODEL NOTES
1. REMOVE EXISTING BASE CABINETS. INSTALL NEW BASE CABINETS.
 2. REMOVE EXISTING WALL CABINETS. INSTALL NEW WALL CABINETS.
 3. REMOVE EXISTING BATHROOM VANITY CABINETS.
 4. INSTALL NEW BATHROOM VANITY CABINETS.
 5. INSTALL NEW LAMINATE ON BAR HEIGHT COUNTERTOP.
 6. REMOVE EXISTING COUNTERTOP, INSTALL NEW COUNTERTOP.
 7. PROTECT AND REINSTALL SINK, FAUCET, AND DISPOSER.
 8. PATCH AND REPAIR WALL DAMAGE CAUSED BY INSTALLATION.
 9. PAINT ENTIRE WALLS & TRIM WHERE CABINET INSTALL OCCURRED.
 10. PROTECT AND REINSTALL REFRIGERATOR AND RANGE.

TYPE "B" LOWER LEVEL ELEVATIONS

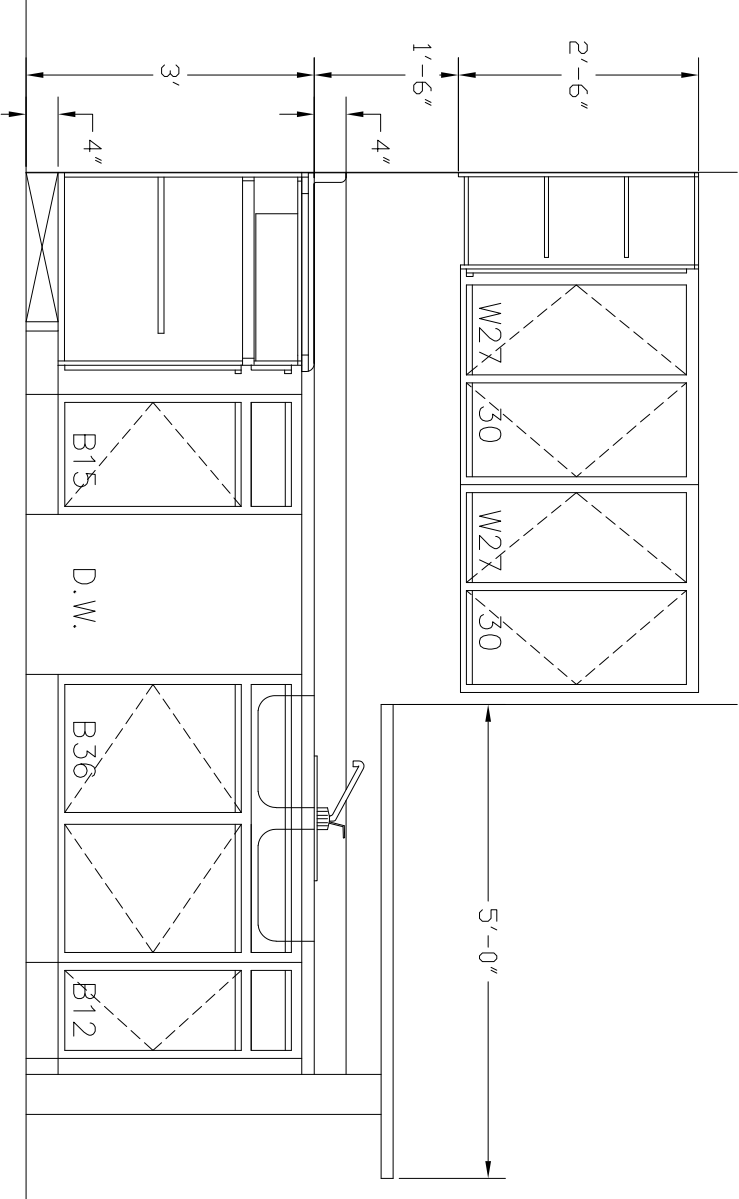
16 UNITS OF THIS TYPE



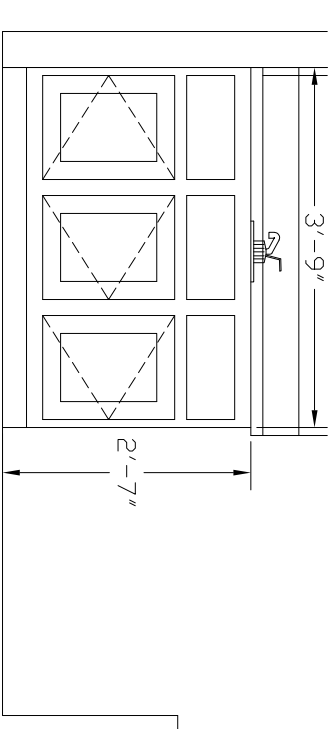
A	TYPE "B" UPPER KITCHEN ELEVATION
C9	SCALE : 1/2" = 1'



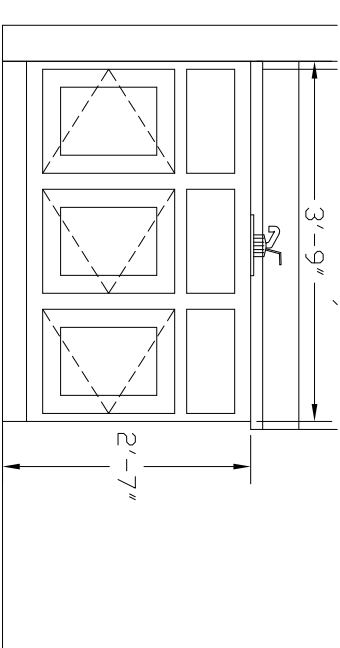
C	TYPE "B" UPPER KITCHEN ELEVATION
C9	SCALE : 1/2" = 1'



B	TYPE "B" UPPER KITCHEN ELEV.
C9	SCALE : 1/2" = 1'



D	TYPE "B" MASTER VANITY
C9	



E	TYPE "B" COMMON VANITY
C9	SCALE : 1/2" = 1'

- REMODEL NOTES
1. REMOVE EXISTING BASE CABINETS. INSTALL NEW BASE CABINETS.
 2. REMOVE EXISTING WALL CABINETS. INSTALL NEW WALL CABINETS.
 3. REMOVE EXISTING BATHROOM VANITY CABINETS.
 4. INSTALL NEW BATHROOM VANITY CABINETS.
 5. INSTALL NEW LAMINATE ON BAR HEIGHT COUNTERTOP.
 6. REMOVE EXISTING COUNTERTOP, INSTALL NEW COUNTERTOP.
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