

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – OFFICE CONSTRUCTION/ REMODEL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for office construction/remodel of the upper level of the 8110 Park View Blvd. building.

FISCAL IMPACT

The FY16 and FY17 Capital Improvement Program provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

The upper level of the City facility located at 8110 Park View Blvd. (formerly housing the La Vista Police Department and most recently the Buildings and Grounds Department) has been designated as the new location for the Community Development Department. This facility was built in the 1970's and has never been substantially updated. In order to create a functional space for the Community Development staff, extensive remodeling of some spaces and reconstruction of others is necessary.

Moving Community Development into this new location will free up much needed office space at City Hall and provide an opportunity for better adjacencies.

The following schedule is suggested:

Publish Notice to Contractors	August 10, 2016
Mandatory Pre-Bid Meeting	August 15, 2016 at 10:00 am at City Hall
Open Bids	August 26, 2016 at 10:00 am at City Hall
City Council Award Contract	September 6, 2016

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR OFFICE CONSTRUCTION/REMODEL OF THE UPPER LEVEL OF THE 8110 PARK VIEW BLVD. BUILDING.

WHEREAS, the Mayor and Council have determined that office construction/remodel of the upper level of the 8110 Park View Blvd. building is necessary, and

WHEREAS, the FY16 and FY17 Capital Improvement Program provides funding for the proposed project; and

WHEREAS, Proposals will be due August 26, 2016 with the award of contract date of September 6, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for bids for office construction/remodel of the 8110 Park View Blvd. building for the City of La Vista.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SPECIFICATIONS
FOR
OFFICE CONSTRUCTION/REMODEL
8110 PARK VIEW BLVD. (UPPER LEVEL)
CITY OF LA VISTA, NEBRASKA

I.	General Information and Miscellaneous Contract Documents	
	Notice to Contractors	NC-1
	Instructions for Bidders	IB-1 thru IB-2
	Proposal	P-1 thru P-2
II.	General Conditions for the City of La Vista, Building Projects	GC-1 thru GC-23
III.	Specifications	SP-1 thru SP-3
IV.	Floor Plan Concept	FP-1

NOTICE TO CONTRACTORS

OFFICE CONSTRUCTION/REMODEL 8110 PARK VIEW BLVD. (UPPER LEVEL) CITY OF LA VISTA, NEBRASKA

Sealed proposals will be received by Pamela Buehe, City Clerk of the City of La Vista, at City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128, until August 26, 2016, at 10:00 A.M., for Office Construction/Remodel, 8110 Park View Blvd. (Upper Level), in and for said City according to plans and specifications for said improvements now on file at the office of the City Clerk.

The extent of the work includes the general remodeling of some existing office space and construction of some new office space in the existing building.

A mandatory Pre-Bid on-site meeting will be held on August 15, 2016 at 10:00 a.m. Prospective Bidders shall meet at the building entrance on the upper level of 8110 Park View Blvd., La Vista, NE 68128. A tour of the building will be conducted to identify and clarify building conditions, working conditions, construction items and other items related to performance of the work.

Specifications may be examined online at cityoflavista.org/bids. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. Bids will only be accepted from those who participated in the mandatory pre-bid meeting.

All proposals must be submitted on the Proposal form provided in the bidding documents, which can be obtained online at cityoflavista.org/bids or at La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

No Bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids. The City of La Vista, Nebraska reserves the right to reject any or all bids and to waive informalities.

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- A. All definitions set forth in the “GENERAL CONDITIONS OF THE CONTRACT” are applicable to these Instructions to Bidders. When the term “Architect” is used in the General Conditions it shall also be understood to mean the Engineer for the project.
- B. Bidding documents include the Invitation to Bidders, Instructions to Bidders, Proposal Form, and the Proposed Contract Documents including any Addenda issued prior to receipt of bid.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

2. BIDDER’S REPRESENTATION

- A. Each bidder by making his bid represents that he has read and understands the bidding documents.
- B. Each bidder by making his bid represents that he has observed the site and familiarized himself with the local conditions under which the work is to be performed. **SEE NOTICE TO CONTRACTORS FOR INFORMATION ON MANDATORY PRE-BID INSPECTION.** Each bidder shall investigate these conditions and submit a bid based upon the site conditions that presently exist.

3. BIDDING PROCEDURES

- A. All bids must be prepared on the forms provided by the Owner, submitted in accordance with the Instructions to Bidders.
- B. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bidders, or prior to any extension thereof issued to the bidders.
- C. Prior to the receipt of bids, Addenda will be mailed or delivered to each person or firm recorded as having received the bidding documents and will be available for inspection wherever the documents are kept available for that purpose.
- D. Proposals shall be submitted in an opaque, sealed envelope marked “Proposal, Office Construction/Remodel, 8110 Park View Blvd. (Upper Level)” and the name of the bidder.
- E. Work on this project is sales and use tax exempt for materials incorporated into the project.

4. EXAMINATION OF BIDDING DOCUMENTS

- A. All contractors and subcontractors bidding shall carefully examine the bidding documents for all parts of the work to ascertain the conditions and requirements under which their work will be performed.
- B. In cases where discrepancies occur in Specifications, the Contractor will be required to furnish the best quality of material and/or workmanship indicated, if he has not requested clarification of such items by the Chief Building Official before submitting his proposal.

5. REJECTION OF BIDS

- A. The bidder acknowledges the right of the Owner to reject any or all of the bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

6. CONTRACT

- A. The contract form of agreement between the Owner and selected Contractor shall be a form acceptable to the City.

7. SUBMISSION OF POST-BID INFORMATION

- A. Before starting construction and within fourteen (14) days following the bid date submit insurance certificates as required in later sections of this specification and/or the General Conditions.

8. SALES AND USE TAX

- A. The Owner will furnish the successful Contractor with a Purchasing Agent Appointment and Exempt Sales Certificate Form for all items which are considered by the State of Nebraska to be exempt from the State Sales Tax. This Appointment (any Exempt Sale Certificate issued under this Appointment) does not apply to either (1) the purchase of materials to be used but not incorporated into the contract work, including but not limited to form lumber, scaffolding, etc., or (2) the owner or leased by the Contractor and used in performing the contract work.

PROPOSAL

Office Construction/Remodel
8110 Park View Blvd. (Upper Level)
City of La Vista, Nebraska

TO: Pam Buethe, City Clerk

I have received bidding documents dated August 2, 2016 on the above-referenced project. I have examined the bidding documents, attended the mandatory pre-bid meeting at the site, and submit the following bid:

In submitting this bid, I agree:

1. To hold my bid open for 30 days after the receipt of bids.
2. To enter into and execute an "Owner-Contractor Agreement", based upon this bid, if this bid is accepted by the Owner.
3. To perform all work required by the Contract Documents.
4. To start work by September 12, 2016 and to complete all work by December 16, 2016.

I agree to perform the above in consideration of the amounts hereinafter scheduled.

TOTAL BID \$

The undersigned agrees, upon receipt of written notice of award of the contract within thirty (30) days after opening of bids, that he will execute "Agreement Between Contractor and Owner" on the standard form issued by the Owner in accordance with his Bid Proposal.

In submitting this Bid, the undersigned further agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required in accord with the Bidding Documents.
2. To hold his Bid open for thirty (30) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, and to deliver executed Owner-Contractor Agreements to the City Clerk within ten (10) working days after notification of award.

Receipt of Addenda No. _____ through No. _____ is hereby acknowledged.

Dated this _____ day of _____, 2016.

Respectfully submitted,

COMPANY

SIGNATURE

NAME (TYPED OR PRINTED)

TITLE

ADDRESS

TELEPHONE NO.

FACSIMILE NO.

E-MAIL ADDRESS

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GENERAL CONDITIONS

1. DEFINITIONS
2. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS
3. SCHEDULES, REPORTS AND RECORDS
4. DRAWINGS AND SPECIFICATIONS
5. SHOP DRAWINGS
6. MATERIALS, SERVICES AND FACILITIES
7. INSPECTION AND TESTING
8. SUBSTITUTIONS
9. PATENTS
10. SURVEYS, PERMITS AND REGULATIONS
11. PROTECTION OF WORK, PROPERTY AND PERSONS
12. SUPERVISION BY CONTRACTOR
13. CHANGES IN THE WORK
14. CHANGES IN THE CONTRACT PRICE
15. TIME FOR COMPLETION
16. CORRECTION OF WORK
17. SUBSURFACE CONDITIONS
18. SUSPENSION OF WORK TERMINATION AND DELAY
19. PAYMENTS TO CONTRACTORS
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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21. INSURANCE
22. CONTRACT SECURITY
23. ASSIGNMENTS
24. INDEMNIFICATION
25. SEPARATE CONTRACTS
26. SUBCONTRACTING
27. ARCHITECT'S AUTHORITY
28. LAND AND RIGHT-OF-WAY
29. GUARANTY
30. ARBITRATION
31. TAXES
32. ACCESS BY GOVERNMENTAL AND GRANTING AUTHORITIES
33. RECORD RETENTION
34. CONTRIBUTION UNDER NEBRASKA EMPLOYMENT SECURITY LAW
35. NONDISCRIMINATION

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1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.1.1 ADDENDA - Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents, Drawings and Specifications by addition, deletions, clarifications or corrections.
 - 1.1.2 ARCHITECT - The person, firm or corporation named as such in the Contract Documents.
 - 1.1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 - 1.1.4 BIDDER - Any person, firm or corporation submitting a Bid for the work.
 - 1.1.5 BONDS - Bid, Performance, Payment and Maintenance Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
 - 1.1.6 CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time.
 - 1.1.7 CONTRACT DOCUMENTS - The contract, including the Advertisement for Bids, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
 - 1.1.8 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
 - 1.1.9 CONTRACT TIME - The number of working days stated in the Contract Documents for the completion of the work.
 - 1.1.10 CONTRACTOR - The person, firm or corporation with whom the Owner has executed the Agreement.

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- 1.1.11 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Architect.
- 1.1.12 FIELD ORDER - A written order affecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Architect to the Contractor during construction.
- 1.1.13 NOTICE OF AWARD - The written notice to the Bidder that the Architect has recommended acceptance of the Bid to the Owner.
- 1.1.14 NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.1.15 OWNER - A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- 1.1.16 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.1.17 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the Owner who is assigned to the project site or any part thereof.
- 1.1.18 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the work shall be fabricated and installed or services performed.
- 1.1.19 SPECIAL PROVISIONS - That part of the Contract Documents that modify and supersede the Standard Specifications for a particular project.
- 1.1.20 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

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- 1.1.22 SUBSTANTIAL COMPLETION - That date as certified by the Architect when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to the General Conditions required by a Federal Agency for participation in the project and approved by the agency in writing prior to inclusion in the Contract Documents.
- 1.1.24 SUPPLIERS - Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform the installation labor at the site.
- 1.1.25 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.
- 1.1.26 WRITTEN NOTICE - Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detailed drawings by the Architect, as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detailed drawings and instructions.

3. SCHEDULE, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed.
- 3.2 When requested by the Owner and prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of the work, estimated date of completion of each part, and, as applicable:

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- 3.2.1 The dates at which special detailed drawings will be required.
- 3.2.2 Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.2.3 A schedule of payments that he anticipates he will earn during the course of the work.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, water, light, power, superintendence, barricades, signs, temporary construction and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready to use, occupancy or operation by the Owner.
- 4.2 In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. In case of a conflict in the documents as to quantity or quality of work or material, the greater quantity or better quality of work or materials shall be furnished by the Contractor.
- 4.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Architect, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies or ambiguities shall be done at the Contractor's risk and expense.
- 4.4 Architect shall provide the Contractor with five sets of plans and specifications. Additional sets will be provided only at the Contractor's expense. Said plans and specifications are the property of the Architect and are provided for use on this project only.
- 4.5 The data given in the specifications and shown on the plans and drawings is believed to be accurate, but the accuracy is not guaranteed. The Contractor must take all levels, locations, measurements, and verify all dimensions on the site prior to construction and adapt this work into the exact construction. Scale measurements taken from the prints are not to be used for more than reference.

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5. SHOP DRAWINGS

- 5.1 The Contractor shall provide shop drawings as may be necessary for the execution of the work as required by the Contract Documents. The Architect shall promptly review all shop drawings. The Architect's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Architect's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Architect. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Architect.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, traffic barricades and signs, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Architect. Names and addresses of suppliers must be furnished to the Architect upon request.
- 6.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

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- 6.6 Contractor warrants that the normal warranties for manufacturers shall fully apply to all materials and equipment and shall insure to and be fully enforceable by the Owner, which manufacturer's warranty shall be cumulative to, and not in lieu of, any separate warranty or guarantee of the Contractor.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.
- 7.3 The Owner shall provide all other inspection and testing services not required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Architect timely notice of readiness. The Contractor will then furnish the Architect the required certificates of inspection, testing or approval.
- 7.5 Neither observations by the Architect nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- 7.6 The Architect and his representative will at all times have access to the work. In addition, authorized representatives and agents of any participating governmental agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices for materials, and other relevant data and records. The Contractor will provide facilities for such access and observation of the work and also for any inspection or testing thereof.
- 7.7 If any work is covered contrary to the written request of the Architect, it must, if requested by the Architect, be uncovered for his observation and replaced at the Contractor's expense.

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- 7.8 If any work has been covered which the Architect has not specifically requested to observe prior to its being covered, or if the Architect considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Architect's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Architect may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection and testing, and reconstruction and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Architect, such material, article, or piece of equipment is of equal substance and function to that specified, the Architect may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order.
- 8.2 The Contractor warrants that if substitutions are approved, no major changes in function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS

- 9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

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10. SURVEYS, PERMITS AND REGULATIONS

- 10.1 The Owner's Engineer shall provide all needed land surveys and establish all baselines for locating the principal component part of the work, together with a suitable number of reference stakes adjacent to the work for the purpose of determining the location and elevation of such things as sewer lines, manholes, inlets, waterlines, pavement, and the like. It shall be the responsibility of the Contractor to use such reference stakes to determine any working points, lines and elevations such as he may desire to use in the construction of the work.
- 10.2 Surveys, stakes, reference points and bench marks provided by the Owner will be provided one time only. Any resurveying or restaking required will be done by the Owner's Engineer at the expense of the Contractor. All expenses resulting from willful or careless destruction of such stakes, reference points or bench marks shall be borne by the Contractor.
- 10.3 Permits and licenses of a temporary nature necessary for the execution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. He shall not obstruct natural drainageways.
- 11.2 The underground utilities shown on the plans are shown as an aid to the Contractor. They are believed to be accurate, but are not guaranteed to be such or that these are the only utilities in the construction area. The Contractor shall personally check and verify utility information on the plans and he must satisfy himself as to the existence and location of all utilities and structures.

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The Contractor shall exercise care to protect from damage all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures, if damaged, shall be repaired by the Contractor without additional compensation. In no case shall interruption of water or gas service be allowed to exist outside of working hours.

Should any sewer connection be encountered that is in direct conflict with any proposed item of construction, those connections shall either be raised, lowered, moved or connected as the Architect may direct. Appropriate compensation shall be provided by a Change Order.

Should other utilities such as water mains, gas mains or services, steam lines, electric wires or conduits, telephone wires or conduits be encountered that are in direct conflict with a proposed item in construction and must be moved, the cost of moving same shall be at the expense of the Owner or the utility involved.

The Contractor shall cooperate with the utilities and schedule his work in such manner as to protect the existing utility facilities until such time as the facilities are abandoned or replacement facilities are completed.

The Contractor shall give notice in writing at least 48 hours before breaking ground to all persons, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by the Contractor's operation in order that they may remove any obstruction for which they are responsible and have a representative on the site to see that their property is properly protected.

- 11.3 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the project. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will remedy all damage, injury and loss to property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them is liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Architect or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor.

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- 11.4 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Architect or Owner, shall act to prevent threatened damage, injury or loss. He will give the Architect prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- 12.2 Incompetent, disorderly, intemperate or incorrigible employees will be dismissed by the Contractor or his representative when requested by the Architect, and such persons shall not be again permitted to return to the work without the written consent of the Architect.
- 12.3 The Contractor agrees to indemnify and hold the Owner harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction or performance of this contract.
- 12.4 The Contractor must keep all streets, alleys and sidewalks as free from material and debris as the character of the work will permit, and upon completion of any part of the work must, within a reasonable time, remove all surplus material and debris and leave the area in acceptable condition.

Failure to comply with this provision after due and proper notice has been given by the Owner will be sufficient grounds for the Owner to proceed to clean up such material and debris and make such repairs, charging same to the Contractor, who hereby agrees to the provisions as set forth above.

13. CHANGES IN THE WORK

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the work without validating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

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- 13.2 The Architect may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Architect unless the Contractor believes that such Field Order entitles him to a change in contract price or time, or both, in which event he shall give the Architect written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending receipt of an executed Change Order or further instruction from the Owner.
- 13.3 The Contractor may reasonably expect a variation in the estimated quantities, such that the total payment for the completed work may range from 80 to 120 percent of the total amount based on the estimated quantities. The Contractor will be allowed no claims for anticipated profits, for loss of profits, or any damage of any sort because of a difference between the estimate of any item and the amount of the item actually required. The Owner reserves the right to eliminate items from the Proposal as may be required to bring the cost of the work within the limits of available funds.

14. CHANGES IN THE CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of preference listed below:
- (a) Unit prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the work to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time of completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified on the Notice to Proceed.
- 15.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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- 15.3 If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

16. CORRECTION OF WORK

- 16.1 The Contractor shall promptly remove from the premises all work rejected by the Architect for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

- 17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the Owner by Written Notice of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 17.1.2 Unknown physical conditions at the site of any unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 17.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice, provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

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18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The Architect may, by issuing a written order, suspend construction if the weather is unfavorable for pursuit of the work. In this case, a second order shall be issued for resumption of work at an appropriate time. No working days shall be counted during such suspension. No increase in the Contract Price shall be allowed because of such suspension. This provision, or the non-exercise thereof by Owner or Architect, shall not relieve the Contractor from the primary obligation to make certain construction work is not performed during weather that is unfavorable for the pursuit of the work.
- 18.2 The Owner may, at any time and without cause, suspend the work of any portion thereof for the period of not more than ninety days or such further time as agreed upon by the Contractor by written notice to the Contractor and the Architect, which notice shall fix the date on which work shall resume. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an extension of Contract Time in respect to any such suspension.
- 18.3 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he disregards the authority of the Architect, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Architect and incorporated in a Change Order.
- 18.4 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention of payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

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- 18.5 After ten (10) days from delivery of a written notice to the Contractor and the Architect, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- 18.6 If, through an act of fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or if the Architect fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to act on approved payment requests submitted by the Architect or awarded by the arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Architect, and Owner's/Architect's failure to act within said ten (10) days period terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Architect has failed to act on a request for payment or the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days notice to the Owner and the Architect and Owner's/Architect's failure to act within said ten (10) day period, stop the work until he has been paid all amounts then due, in which event and upon resumption of work, a Change Order shall be issued extending the Contract Time and, if appropriate under the circumstances, an adjustment in the Contract Price to the extent of actual damage proximately caused to Contractor.
- 18.7 If the performance of the work is suspended, delayed or interrupted as a result of a failure of the Owner or Architect to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an extension of the Contract Time shall be made to adjust for the delay caused to the Contractor as a result of such failure of the Owner or Architect.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Architect a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Architect may reasonably require. No payment shall be made on account of materials until actually incorporated in the work. The Architect will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment estimate, indicate approval of payment estimate and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, upon presentation to him of an approved partial payment estimate, promptly issue an appropriate instrument of payment to the Contractor in the appropriate sum. The

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Owner shall retain ten (10) percent of the amount of each payment until the project is fifty (50) percent complete and shall reduce retainages to five (5) percent of the amounts due after the project is fifty (50) percent complete until substantial completion. Retainage shall be released within 45 days after substantial completion except for an amount sufficient to cover any items still remaining for final completion. On completion and acceptance of the work, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 All work covered by partial payment made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.
- 19.4 Upon completion and acceptance of the work, the Architect shall issue a certificate that the work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor promptly upon completion and acceptance of the work.
- 19.5 The Contractor will indemnify and save the Owner or the Owner's agent harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations on the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 19.6 If the Owner fails to make prompt payment after approval by the Architect, in addition to other remedies available to the Contractor, there shall be added to each payment interest at the rate of nine (9) percent per annum commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

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20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligation under the Contract Documents or the Performance Bond and Payment Bonds.

21. INSURANCE

- 21.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.
- 21.1.1 Claims under workmens' compensation, disability benefit and other similar employee benefit acts.
- 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- 21.1.4 Claims for damage insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 21.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the Owner.

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- 21.3 The Contractor shall procure and maintain, at his own expense, during the Contract Time liability insurance as hereinafter specified:
- 21.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the Contract Documents whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for any such damage sustained by two or more persons in any one accident.
- 21.3.2 The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Contractor and Subcontractor as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the project.
- 21.4 The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State in which the work is performed, Workmens' Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmens' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engage in hazardous work under this contract at the site of the project is not protected under Workmens' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The Owner will not carry Builder's Risk or other property insurance on the work. Contractor shall bear the risk of loss of work until final acceptance by Owner upon completion, and Contractor shall insure its own interests in the work accordingly.

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- 21.6 Approval of the insurance by the Owner shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that neither the Owner or Architect in any way represent that the above-specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.
- 21.7 It is a condition of the Contract that the policy or policies waive any and all governmental immunity as a defense in any action brought against the insured or any other party to the Contract.
- 21.8 Contractor shall not commence work on the site until two certified copies of all insurance policies, attesting that the required coverage is in force, have been received and accepted by the Owner.

22. CONTRACT SECURITY

- 22.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price and in form satisfactory to the Owner, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made under the Contract Documents until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS

- 23.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or of any amounts that may come due thereunder, or his obligations thereunder without written consent of the other party.

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24. INDEMNIFICATION

- 24.1 The Contractor will indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused, directly or indirectly, in whole or in part by a negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 If, through acts of negligence on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage to his work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such Contractor or Subcontractor asserts any claim against the Owner on account of any damage alleged to have so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against such claims and for any costs in connection with such claims.
- 24.3 In any and all claims against the Owner or the Architect, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmens' compensation acts, disability benefit acts or other employee benefits acts.
- 24.4 The obligation of the Contractor under this paragraph shall not extend to the liability of the Architect, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25. SEPARATE CONTRACTS

- 25.1 The Owner reserves the right to perform additional work or let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results.

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- 25.2 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such work. If the Contractor believes that the performance of such additional work by the Owner or others involves him and additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as required in Sections 14 and 15.

26. SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractors.
- 26.2 The Contractor shall not award work to Subcontractors in excess of fifty (50) percent of the Contract Price without prior written approval of the Owner.
- 26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner. Names and addresses of Subcontractors shall be furnished to the Architect on request.

27. ARCHITECT'S AUTHORITY

- 27.1 The Architect shall act as the Owner's representative during the construction period. He shall answer questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Architect will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

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27.1.1 Inspectors may be stationed on the work to report to the Architect as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that materials furnished and work performed by the Contractor fail to fulfill the requirements of the Contract. The inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactorily in accordance with the Contract.

27.1.2 In case of any dispute arising between the Inspector and Contractor as to materials furnished, the manner of performance or order of work, the inspector shall have the authority to reject materials or suspend the work until the matter can be referred to and decided by the Architect. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to issue instructions contrary to the plans and specifications. Inspectors shall in no case act as foreman or perform other duties for the Contractor.

27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspection may be made at the factory or fabrication plant of the source of material supply.

27.3 The Architect will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety, except that he may direct the order in which various phases of the project are to be constructed.

27.4 The Architect shall promptly make decisions relative to interpretation of the Contract Documents.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

28.2 The Owner shall provide to the Contractor information which delineate and describes the lands owned and rights-of-way acquired.

28.3 The Contractor shall provide, at his own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

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29. GUARANTY

- 29.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of the Owner's acceptance. The Contractor warrants and guarantees for a period of two (2) years from the date of acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other separately constructed improvements resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
- 29.2 At the expiration of the guarantee period, the Contractor and his surety shall be released from further obligation under the guarantee portion of this contract, provided the Architect certifies to the Owner that the work performed under this contract is in good and proper condition at the time. It shall be the duty of the Contractor to notify the Owner in writing within thirty (30) days prior to the expiration date of the guarantee period to make the final inspection of the work. Unless the Contractor shall furnish such notice, the obligation to maintain the work shall continue in force until such notice shall have been furnished; however, such final inspection will not be made between December 1st and March 31st, unless otherwise specified or approved by the Architect.

30. ARBITRATION

- 30.1 Notwithstanding any other provisions in these General Conditions to the contrary, no claim, dispute or other matter coming into question shall be subject to arbitration, unless the Owner, after the claim or dispute shall have arisen, shall have agreed to submit the matter to arbitration and shall have agreed as to the manner in which the specific claim or dispute shall be arbitrated. Nothing in this agreement shall be construed as requiring either party to submit to arbitration as a condition of seeking direct recourse from the courts.
- 30.2 The Contractor will carry on the work and maintain the progress scheduled during any arbitration proceedings that may be agreed to, unless otherwise mutually agreed in writing.

31. TAXES

- 31.1 Nebraska Sales Tax. The Owner is exempt from Nebraska sales and uses taxes. The Contractor shall be designated as a purchasing agent for the Owner per Nebraska Department of Revenue Form 17.

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- 31.2 Other Local Taxes. Contractor shall pay any tax other than sales or use tax required by the law of the place where the work is performed.

32. ACCESS BY GOVERNMENTAL AND GRANTING AUTHORITIES

- 32.1 Contractor shall provide the Owner, Architect, the Architect's representatives or the representatives or agents of federal, state, county, district or municipal governmental agencies proper facilities for access to, observation of, inspection of, or testing of the work. In addition, and when required, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records, material invoices, and other relevant data and records.

33. RECORD RETENTION

- 33.1 The Contractor shall retain records for three years after final payment is made under the Contract. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved, or until the end of the three-year period, whichever is later.

34. CONTRIBUTION UNDER NEBRASKA EMPLOYMENT SECURITY LAW

- 34.1 The Contractor and any Subcontractor under him or it shall make payment to the Unemployment Compensation Fund of the State of Nebraska of all contributions and interest due under the provisions of Sections 48-657(2), Revised Statutes of Nebraska, 1984 Reissue, or as amended, on wages paid to individuals employed in the performance of the Contractor which these General Conditions are a part; and before final payment shall be made of the final three (3) percent of this Contract, the Contractor shall secure the file with the Owner and cause any Subcontractor under him to secure and file with the Owner a written clearance from the State Commissioner of Labor of Nebraska, as required by Section 48-658(4), certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or his Subcontractor to the Unemployment Compensation Fund.

35. NONDISCRIMINATION

- 35.1 The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age and disability/handicap in the selection and retention of subcontractors, including the procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations.

END

SPECIFICATIONS

OFFICE CONSTRUCTION/REMODEL 8110 PARK VIEW BLVD. (UPPER LEVEL) CITY OF LA VISTA, NEBRASKA

The City has not prepared detailed construction drawings for this project. A floor plan concept is attached to these specifications. Contractors are required to attend the pre-bid meeting at which time they will be given an opportunity to inspect the building, take measurements, and ask questions. Contractors are required to submit a construction drawing with the bid for approval by the City.

DEMOLITION

City has completed a majority of the demolition in-house to ready the area for office construction and remodeling work. Contractor will be responsible for removal and disposal of any remaining items necessary to complete construction.

FRAMING

Frame walls to form break room, storage area, planning tech/intern stations and permits/inspections area. Framing walls shall be 2x4, 16" on center, 9' high with treated bottom plates. Planning tech area framing shall be 2x6 walls. Fir out exterior CMU wall in inspector area. Remove door frame from director's office, retaining sidelight if possible and frame in opening to receive drywall.

PLUMBING

Break Room – Supply and install stainless steel double kitchen sink, garbage disposal and single-lever faucet. Run all necessary supply lines and install shut off valves. Run supply line to refrigerator for ice maker.

Conference Room – Replace existing stainless steel sink and faucet with similar, tie into existing drain and supply lines, install shut off valves.

Other – Eliminate tee fitting at former records area to conceal in new wall. Cut and cap supply lines in ceiling space below. Install support brackets for existing iron pipe vent lines.

ELECTRIC

Eliminate existing outlets, switches, wiring, conduit, etc. as necessary to allow for new layout. Supply and install new 24" x 48" light fixtures (owner to approve), switches and outlets as needed to facilitate the newly remodeled/constructed spaces. Supply and install GFIC outlets in break room and conference room. Supply and install outlets and/or switches for disposal, microwave, refrigerator, over-the-sink lighting and exhaust fan in break room. Supply and install outlets near cable TV locations in break room and conference room. Supply and install five LED emergency exit signs, two with emergency lights with battery backup. Supply and replace existing outlets and switches in all areas except restrooms, shower/bath and janitor closet.

AUDIO/VISUAL/DATA

Supply and install cable television outlets in conference room and break room.

HVAC

Supply air and return air vents as determined necessary to size and space for adequate conditioning of space. Patch existing duct work as necessary. Remove existing exhaust fan and re-route pneumatic control for exhaust fan in break room.

INSULATION

Supply and install R-13 batt insulation on east exterior wall of inspector area. Supply and install sound insulation in the break room walls.

DRYWALL

Supply and install 5/8" drywall on newly framed walls; taped, finished and ready for paint. Patch and repair existing walls as necessary.

DOORS AND TRIM

Reuse salvaged doors in main hall, storage room, break room and inspector's storage. Supply and install oak door frames machined to match doors. Trim new doors with salvaged 1x oak casing.

PAINT AND STAIN

Supply and paint all walls with one coat of latex prime and two finish coats of eggshell, latex enamel (owner to select one color throughout). Supply and paint walls and ceiling in inspector's storage room. Stain and finish new door jambs in main hall, storage room, break room and inspector's storage room. Sand, stain and recoat existing wood windows, doors, door frames, casing and conference room cabinets. Paint three metal doors in back hall and storage room

SUSPENDED CEILING

All new ceilings to be approximately 9' with the exception of the storage area, which will be 8'. Supply and install 2' x 2' white ceiling grid. Supply and install 2' x 2' x 5/8" white, mineral fiber ceiling panels with tegular edge (2' x 4" panels in vestibule or alter existing grid to receive 2' x 2' panels). Owner to select panel pattern.

CABINETS

Supply and install factory-built, oak or birch cabinets with standard overlay doors and drawer fronts, 3/4 extension melamine drawer bodies with side-mount glides, finished toe kick, shoe and crown molding. Owner to approve final cabinet layout/amenities, door/drawer profiles, color, and cabinet pulls/knobs.

COUNTER TOPS

Supply and install laminate counter tops in break room and conference room with coved back splash and side splash. Owner to approve color/pattern.

FLOOR TILE

Supply and install vinyl composition tile in break room, rear hall, inspector's storage and waiting area. Floor patch and install over existing tile (owner select).

CARPET

Supply and install low-pile carpet in offices, open office area, planning technician area, storage area and hall. Floor

patch and install over existing VCT tile where applicable (owner select).

DOOR HARDWARE

Supply and install all necessary door hardware.

APPLIANCES

Supply and install countertop microwave and refrigerator w/ice-maker (owner select).

CLEANING AND TRASH REMOVAL

All excess materials and construction debris to be removed from premises. Contractor will be permitted to place trash container on property for duration of the project. Project area to be cleaned and ready for occupancy.

GENERAL

- Allowances to include shipping and delivery charges (the City is exempt from sales tax).
- Contractor to provide owner with list of approved suppliers of items to be selected.
- Contractor to obtain all necessary permits, arrange for required inspections, and pay for any associated costs.
- Owner to provide water and electrical power as needed during construction.
- Contractor and designated subcontractors will be given free access to construction area during daytime hours.
- Contractor and its subcontractors must have all professional and other licenses required perform work in the City of La Vista
- Contractor and its subcontractors shall maintain their own Workers' Compensation and Liability insurance and shall provide owner with certificates showing said coverage.

