Nebraska State Capitol
Masonry Restoration Project

The Sower
During Restoration

Procedural Manual for Capital Construction Projects

State of Nebraska
Department of Administrative Services
State Building Division
December 2005 (revised February 2015)

Procedural Manual for Capital Construction Projects

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CHAPTER I INTRODUCTION

A. Purpose of the Procedural Manual

The legislative and executive branches of government in the State of Nebraska have sought to attain maximum utilization of the tax dollars in all capital construction projects undertaken for the benefit of Nebraska citizens. Construction processes and methods of delivery have become much more diverse in the last twenty years. Accordingly, as the level of technology and complexity of construction projects has grown,, there has been a continuing effort by the elected representatives to develop a system of checks and balances in the capital construction process. To insure creativity, to make sure each new structure meets the unique needs of its users and to obtain maximum professional proficiency, there have been periodic legislative directives requiring the utilization of outside professional consultants in major capital construction projects.

Legislation has been enacted to consolidate responsibilities for the planning, construction, energy conservation and the administration of State facilities. The goal of the legislation has been an attempt to provide technical assistance to the State agencies and their professional consultants plus, providing a central source of records on facilities for use by the legislative and executive branches of State government. This manual attempts to consolidate these efforts by interpreting both the legislative and administrative directives into rules and regulations, guidelines and procedures required for the development and completion of capital construction projects.

The primary objective of this “Procedural Manual” is to assist the State agencies, the DAS State Building Division, the professional consultants and the building construction industry in understanding and implementing the procedures required for successfully processing a capital construction project for the State of Nebraska. Most of the procedures involved are the direct responsibility of the State agencies and the DAS State Building Division, but the professional consultants and the construction industry should also be acquainted with the specifics of all responsibilities involved in capital construction projects.

Rules and Regulations

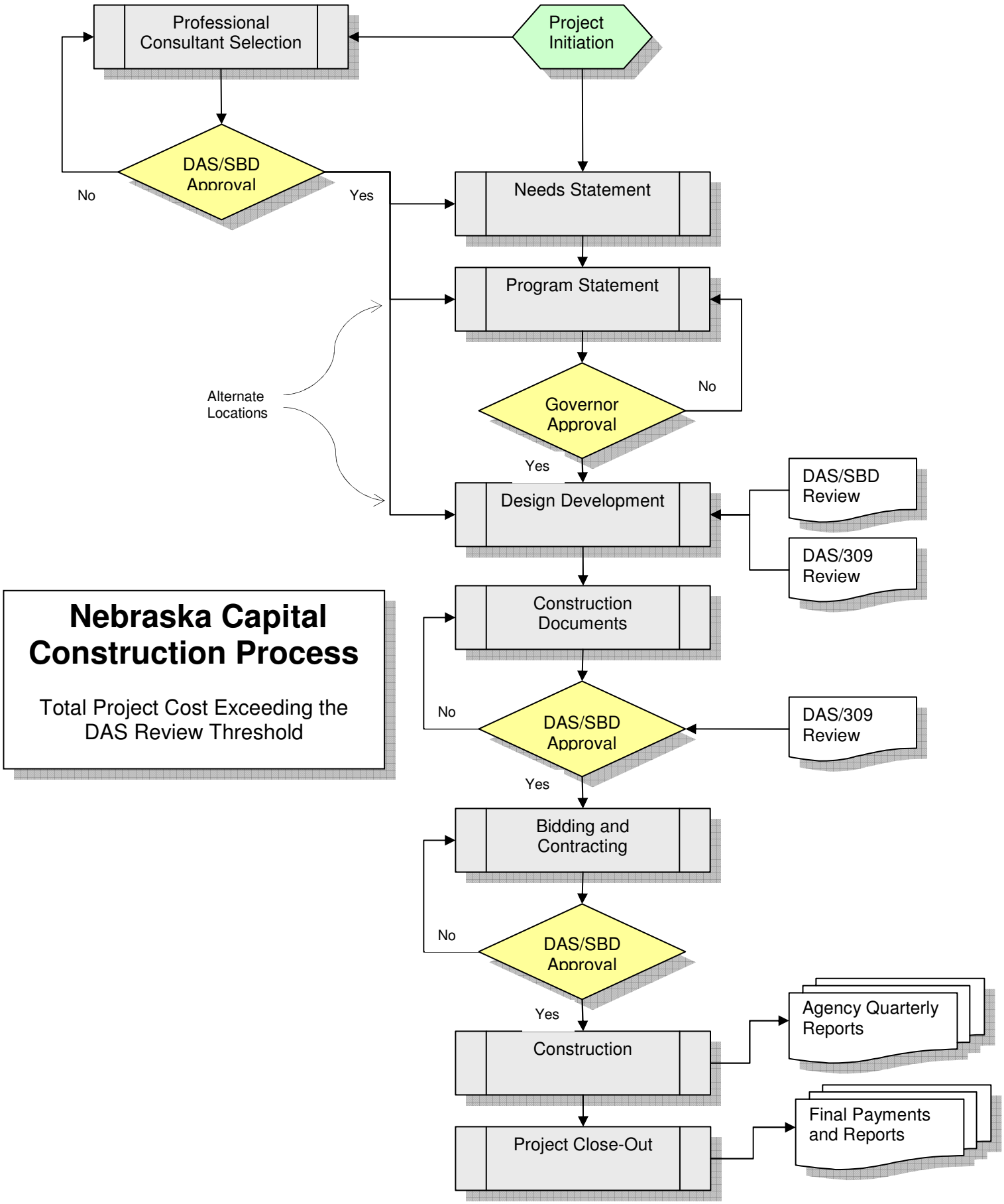
Statutory requirements and those items within the manual which have been filed as official rules and regulations are mandatory procedures in the capital construction process. Sections of this manual that are official rules and regulations are designated by the symbol R- XX in the left margin. Additionally, all official rules and regulations are listed in Appendix N.

B. Chronological Summary of the Procedures

1. Refer to the diagram on page II-4.

D. Applicability

The procedures outlined in this manual shall apply to all capital construction projects whose total project cost exceeds ***$640,000*** which are administered by a State agency, board or commission, regardless of the source of funding (i.e. State funds, federal funds, private donations, etc.). It should be noted that the Nebraska Supreme Court, in the case of Board of Regents vs. Exon, 199 Neb 146, 256 N.W. 2d 330 (1977) held that State Statute Sections 81-1108.41 to 1108.43 did not apply to the Board of Regents.


Professional Consultant Selection
Project Initiation
DAS/SBD Approval
No
Yes
Needs Statement
Program Statement
Alternate Locations
Governor Approval
No
Yes
Design Development
DAS/SBD Review
DAS/309 Review
Nebraska Capital Construction Process
Total Project Cost Exceeding the DAS Review Threshold
Construction Documents
No
DAS/SBD Approval
DAS/309 Review
Yes
Bidding and Contracting
No
DAS/SBD Approval
Yes
Construction
Agency Quarterly Reports
Project Close-Out
Final Payments and Reports

CHAPTER II. DEFINITIONS

Owner State of Nebraska

Agency Any State board, council, commission or department responsible for executing the project under consideration

SBD State Building Division, which is a division of the Department of Administrative Services

DAS Department of Administrative Services

A.I.A. American Institute of Architects

N.S.P.E. National Society of Professional Engineers

Project Any capital facilities planning or construction of a project which is executed by an agency. A project may constitute:

- A single construction project
- A grouping of minor construction, rehabilitation, restoration or renovation activities
- A grouping of substantially similar construction, rehabilitation, restoration or renovation activities.

Fixed Limit of Construction Costs

The maximum dollar amount to be expended for a project which has a specific funding either partially or totally through an appropriation of State funds.

Estimated Total Project Costs

The calculated dollar amount for the complete construction of a specific project including but not limited to the following:

- program planning
- professional fees (Architect/Engineer, Planning,, other)
moveable equipment
- special or technical equipment
- land acquisition
- artwork (for applicable projects)

- other costs (agency administration costs, moving, testing, surveys, legal fees, insurance, etc.)construction costs (general, mechanical, electrical, elevator, fixed equipment, site improvements, utility connections)
- Environmental remediation
- contingency

Need Statement

A document, prepared by the agency, which serves as the basis of their request for capital funding. The data supplied should assist the Executive Budget Office, the State Building Division and the Legislature Fiscal Analyst Office in the initial evaluation of the project.

Program Statement

A document which further develops the data contained in the agency's need statement into a detailed facility planning program. This document shall be prepared either in-house or by a professional consultant and serves as:

- the basis of their request for project funding
- a narrative and graphic summary of the project and all supporting information
- a programming tool for further development of the project

Professional Consultant

A person or organization professionally qualified and duly licensed in the State of Nebraska to perform architectural, landscape architectural, engineering or land surveying services.

Consultant

A person or organization engaged by the owner or Professional Consultant to render special consulting services of a technical nature not normally required for a capital facility construction project.

Firm

Firm shall mean any individual, partnership, corporation, association or other legal entity permitted by law to practice architecture, landscape architecture, engineering or land surveying in the State of Nebraska.

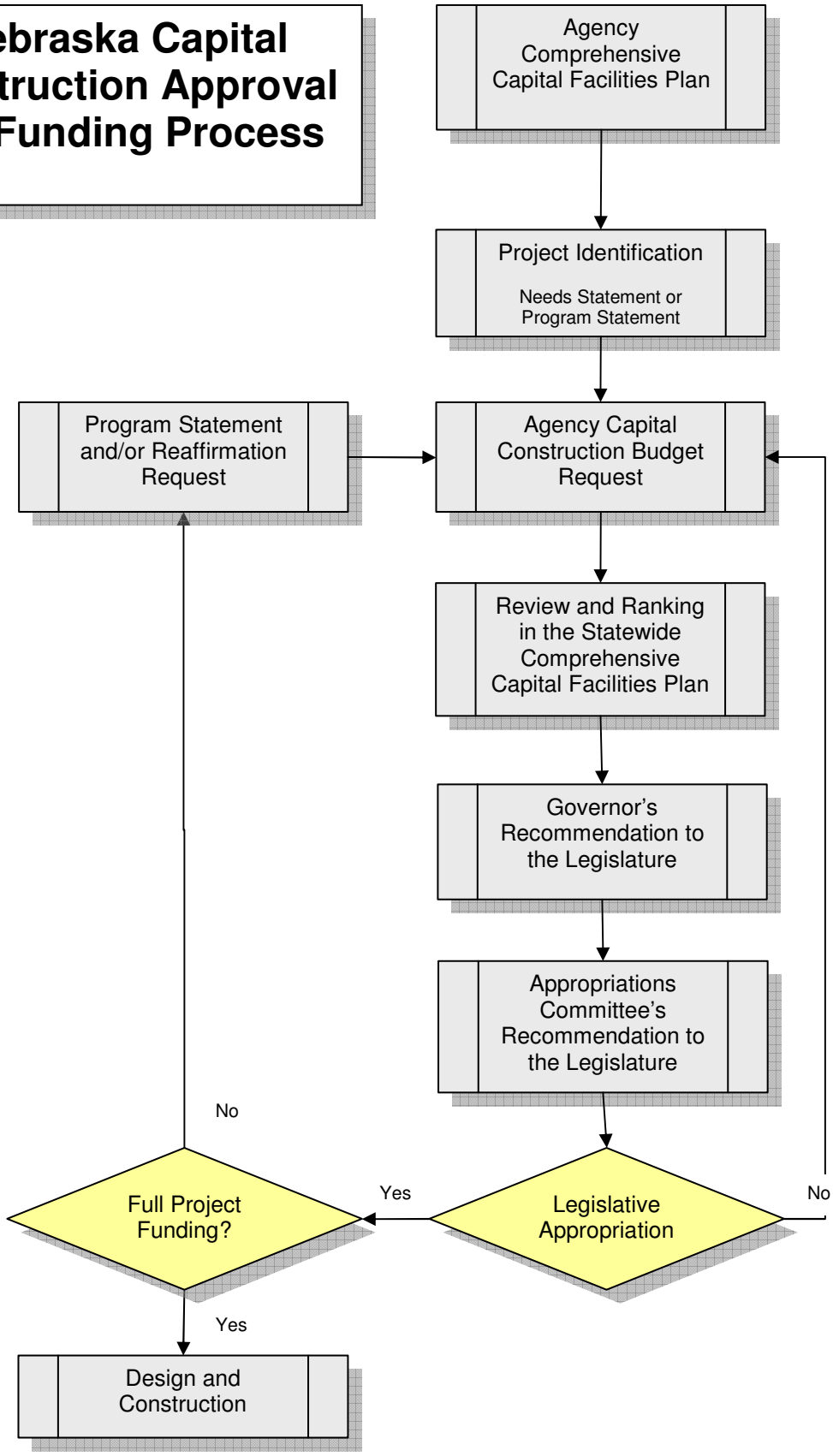
Project Manager

A person within an agency designated by the Director who is responsible for administration of the project and coordination with the DAS State Building Division, the agency's professional consultant(s) and the contractor(s).

Time-Cost Schedule

The following chart outlines the construction approval and funding process for a project.

Nebraska Capital Construction Approval and Funding Process



CHAPTER III. CAPITAL CONSTRUCTION BUDGET AND APPROPRIATION CYCLE

Agency Request

The Agency's budget request shall be submitted in accordance with the 'Budget Preparation Instructions for Capital Construction Projects' and may represent any of the following situations:

- planning funds only
- total project funding over one fiscal year
- planning funds the first year and construction funds the following year(s)
- construction funds for a project whose program statement and/or documents have been previously submitted
- reaffirmation of funds previously authorized, but not yet appropriated

Amended Budget Request

In order for a budget request to be revised between September 15th and the end of the Legislative Session, the budget request documents must be officially amended according to the procedures outlined in the current edition of the 'Budget Preparation Instructions for Capital Construction Projects'.

Federal Requirements

It is the Agency's responsibility to follow all federal requirements for projects which are funded either partially or totally by federal funds. Any conflicts between federal and State requirements shall be referred to the State Building Division.

CHAPTER IV. PROJECT RESPONSIBILITIES

A. Introduction

The purpose of this chapter is to establish an understanding of the general responsibilities required of the agency, the DAS State Building Division, the professional consultants and the construction industry in the successful undertaking of a capital facilities project for the State of Nebraska. Successful projects are the result of close interaction between these four groups on a team basis with the common goal of achieving the highest quality project possible within the constraints of budgetary, administrative and legislative guidelines.

B. Agency Responsibilities

The following items are basic responsibilities of the agency. Those items indicated with an asterisk may be performed by the professional consultants.

1. Coordination with the DAS State Building Division

2. Professional consultant(s) selection (if over the specified threshold)

*3. Development of a comprehensive capital facilities plan

4. Funding request

*5. Program planning, including full information for the requirements of the project

6. Information about the following:

    *a. Site, including a certified land survey, utility information, soil test reports

    *b. Laboratory tests, inspections and reports

    c. Legal, accounting and insurance counseling services

    *d. Project budget and funding

    *e. Project schedule

7. Designation of an agency project manager

*8. Submission of appropriate approvals as specified or required by

this manual.

*9. Approval of other governmental agencies as required by state statutes (Fire Marshall, Electrical Inspector, HHSS Regulation and Licensure Department, Labor Department, etc.)

*10. Compliance with state building codes and energy codes:

11. Procurement of artwork in coordination with the Nebraska Arts Council (for applicable projects)

12. Issuance of legal and public notices

13. Processing of payments to the professional consultants and the contractors

14. Submission of quarterly progress and final reports to the DAS State Building Division

15. Final evaluations of the project, the contractor and the professional consultant

16. Final acceptance of the project

17. Coordination with the State Historical Society

C. DAS State Building Division Responsibilities

The DAS State Building Division shall have the primary functions and responsibilities to coordinate statewide facilities planning, construction, administration and to promulgate rules and regulations to carry out the following:

1. Facilities planning shall include the following responsibilities:

    a. To establish and maintain a state-wide comprehensive capital facilities plan

    b. To maintain utilization records for all state-owned and occupied facilities

    c. To coordinate comprehensive capital facilities planning

    d. To define and review program statements

    e. To prepare or review planning and construction documents

f. To develop and maintain time-cost schedules for capital construction projects

g. To assist the Governor and the Legislative Fiscal Analyst in the preparation of the capital construction budget recommendations

h. To maintain a complete inventory of all state-owned or occupied sites and structures and to review the proposals for naming such sites and structures

i. To guide the professional consultant selection process

2. Facilities construction shall include the following powers and duties:

a. To maintain close contact with the agency's Project Manager and make inspections of each project so as to assure execution of time-cost schedules and efficient contract performance

b. To perform final acceptance inspections and evaluations

c. To review all change management documents and progress payment orders

d. In coordination with DAS Risk Management Division, establish insurance requirements with minimum limits for construction activities (Workers compensation, builders risk insurance, public liability and automobile, consultant's professional liability)

e. Manage the scope, budget and schedule of the project to ensure compliance with the approved program or need statement

f. Review quarterly reports

g. Review and approve payments to contractors over $100,000 including final payments regardless of the amount..

3. Facilities administration shall include the following powers and duties:

a. To administer the State Emergency Capital Construction Contingency Fund

b. To submit quarterly progress reports to the Governor and Legislative Fiscal Analyst

c. To submit a final report (final quarterly report) on each project to the Governor and Legislative Fiscal Analyst

D. Professional Consultants' Responsibilities

The professional consultants' responsibilities may include, but are not limited to, the following services to the State of Nebraska as part of the basic services for the successful completion of the project.

1. Comprehensive Capital Facilities Plan

Develop or review and update of the agency's comprehensive capital facilities plan

2. Program Statement

Develop or review and update the agency's program statement

3. Schematic Design (33%)

a. Review and comment on project budget requirements

b. Development of alternative approaches to the design of the project

c. Development of schematic design documents

d. Statement of conformance with fixed budget for construction (develop cost estimate)

e. Statement of conformance with comprehensive capital facilities plan and program statement

4. Design Development (65%)

a. Preparation of Design Development documents

b. Statement of conformance with fixed budget for construction (develop cost estimate)

c. Statement of conformance with the program statement

d. Statement of conformance with the energy standards as adopted by the State of Nebraska (International Energy Code)

e. Coordination with the Nebraska Arts Council (for applicable projects)

5. Construction Documents (100%)

a. Development of detailed drawings and specifications

b. Certification of conformance with approved design development documents

c. Certification of conformance with fixed budget requirements (develop cost estimate)

d. Submission of plans for review by the State Fire Marshal and other applicable code authorities.

e. Certification of compliance with the State Building Code and justification for variances

f. Storm Water Pollution Prevention Plan (SWPPP) outline (as required for new construction or additions)

6. Bidding and Construction Contract Phase

a. Preparation of the bid documents and Addenda

b. Assist the agency in obtaining bids

c. Assist the agency in reviewing, awarding and preparing contracts for construction

7. Construction Phase

a. Administration of the construction documents

b. Review and approval of shop drawings

c. Periodic site inspections and reports per Agreement

d. Respond to Request for Information (RFI's)

e. Prepare Architect Supplemental Instructions (ASI's) and Construction Proposal Requests (CPR's)

f. Review and approval of certificates of payment by the contractor

g. Prepare cost estimates for each Cost Proposal Request (CPR)

h.. Preparation and recommendation of change orders

i. Issuance of certificate of substantial completion

j. Approval of final certificate of payment

k. Review and assure warranties and operating manuals are provided to the agency

l. Provide written interpretations in the event of disputes between the State of Nebraska and the contractor

m. Provide additional services as specifically requested in writing by the agency in accordance with the agreement

n. Review end-of-period warranty conditions and report findings (eleventh month walk through)

E. Building Construction Industry Responsibilities

The building construction industry shall generally be responsible to the State of Nebraska for the following to insure successful completion of the project:

1. Secure all permits required for the project

2. Become familiar with existing site conditions including, but not limited to utilities, easements, appurtenances to the project

3. Coordination of all portions of the work under contract

4. Provide all labor, materials, equipment and supervision necessary for the proper execution and completion of the work

5. Comply with all codes, laws, ordinances, rules, regulations and orders relating to the project, including coordination with Fire Marshal's office and State Electrical Inspector

6. Coordinate with the agency, and other contractors for the use of the site

7. Compliance with project schedule

8. Submission of applications for payment as stipulated in the Contract

9. Provide and maintain insurance as required in the project's specifications

10. Provide to the agency all operating instructions, maintenance manuals, and all warranties required by the contract documents

11. Honor all warranties, including warranted deficiencies found prior to the end of the warranty period

12. Comply with all contractual requirements, including submission of construction schedule, list of subcontractors, submittals, etc.

CHAPTER V. PROFESSIONAL CONSULTANTS SELECTION PROCESS

A. Introduction

The purpose of the professional consultants selection process is to provide managerial control over competitive negotiations by the State of Nebraska for the acquisition of services by professional architects, engineers, landscape architects or land surveyors. The selection and review process is the basis for acquiring the highest level and most appropriate professional consultant services available for the requirements of the project being undertaken within the professional fee budget. The definitions found in sections 81-1704 thru 81-1710 shall apply only to this chapter.

B. Statutory Authority

1.	R.R.S. 33-141 - 33-142	(Rates for legal notices)
2.	R.R.S. 73-101 - 73-105	(Public lettings)
3.	R.R.S. 81-1108.16	(State Building Division review of contracts)
4.	R.R.S. 81-1108.41	(Review, reports and approval of contracts)
5.	R.R.S. 81-1114	(Submission of contracts to Legislative Fiscal Analyst)
6.	R.R.S. 81-1701 - 81-1721	(Nebraska Consultant's Competitive Negotiation Act)

C. Legal Requirements

1. The selection process shall apply to all state agencies.

2. The professional consultants selection process is required for projects whose total project cost is estimated to exceed ***$640,000*** and/or professional consultant services is estimated to exceed ***$65,000***.

3. The selection process shall not apply to projects for which the agency is able to reuse existing drawings, specifications and other documents from a prior project and such documents are owned by the state. The reuse of existing drawings and specifications shall be applied to a project substantially identical to the project for which

the plans were originally prepared.

D. Definition of a Project

A project is any construction or planning activity executed by an agency. A project may constitute:

1. A single construction project

2. A grouping of minor construction, rehabilitation, restoration or renovation activities

3. A grouping of substantially similar construction, rehabilitation, restoration or renovation projects

4. A continuing contract for construction related services of a specified nature with no time limitation

E. Information Statements

Firms are encouraged to submit annually a statement of qualifications, fees and performance data to the DAS State Building Division or the individual agencies, and to keep this material current. The DAS State Building Division shall maintain a central file of performance data and qualification statements for use by the state agencies. This data may include the Standard Federal Form 254 - Architect/Engineer and Related Services Questionnaire.

F. Selection Process (Considerations, Interviews)

1. Selection Committee:

Each agency shall assemble the professional consultants selection committee. The committee shall be composed of 3 to 5 members in which one member represents the agency, one member whose profession represents that particular field of endeavor being considered, one member as designated by the DAS State Building Division and two others selected by the agency if desired. The DAS State Building Division representative may also represent the professional member, if such arrangement is agreed to by the agency and the DAS State Building Division.

2. Public Notice:

The public notice includes a general description of the project and shall indicate how interested firms can apply for consideration. The public notice shall be published in a statewide publication and in the locality of the project.

The public notice shall be published a minimum of one time at least 15 calendar days prior to the deadline for receipt of consultant proposals.

3. The selection committee shall receive all the letters of interest generated by the public notice and other methods of soliciting input from prospective consultants.

4. All firms responding with a letter of interest shall develop additional information with reference to the project as specified by the selection committee.

5. The selection committee shall evaluate all information supplied by each firm.

6. The selection committee shall consider the following qualifications in selecting no less than three and no more than seven firms for interviews:

    a. Ability of professional personnel proposed to be assigned to the project

    b. Past performance on projects of the agency or other agencies

    c. Willingness and stated ability to meet time and budget requirements

    d. Geographic location of the firm's office(s)

    e. Recent, current and projected workload of the firm

    f. Volume of work previously awarded the firm by the agency or other state agencies

    g. Other criteria the committee deems relevant to the project

7. Interviews with the selected firms

    The following are appropriate topics for discussion:

    a. Qualifications of key personnel to be assigned to the project

    b. Approach to the project development

    c. Design philosophy as it relates to the project

d. Ability to furnish required services within the time and budget restraints

e. Identify portions of the work to be performed by outside consultants hired by the firm being interviewed

f. Relevant experience with similar projects

g. Other topics that the committee deems relevant to the project

8. After completion of all of the interviews the selection committee (or the committee's designated representative) shall attempt to negotiate a contract with the most highly qualified firm which identifies work to be done as basic and additional services at a compensation the committee (or its designee) determines to be fair and reasonable. If unable to reach an agreement with the most highly qualified firm, the committee (or its designee) shall terminate negotiations and initiate negotiations with the second most qualified firm for negotiation. If unable to reach an agreement, the third most qualified firm is to be considered for negotiation. If unable to reach an agreement, the committee shall either reevaluate the scope and requirements of the project to determine the possible cause for failure to achieve a negotiated agreement or select additional firms in order of their competence and qualifications and continue negotiations until an agreement is reached.

9. The State of Nebraska recognizes the currently published set of American Institute of Architects Owner-Architect Agreements as standard contracts with some modifications. Use of the A.I.A. documents, with stipulated modifications that add certain responsibilities to the professional consultant's "basic services" is recommended. A list of recommended modifications to standard A.I.A. agreements is included in Appendix A. The State of Nebraska also recognizes the Standard N.S.P.E. "Standard Form of Agreement Between Owner and Engineer for Professional Services", provided that the agreement includes modifications similar to those outlined in the A.I.A. document.

G. Contract Review and Approval

1. DAS State Building Division review and approval/disapproval

Note: Consultant contracts for projects funded by the Task Force for Building Renewal (309) (80% or greater funding by the Task Force) are to be submitted for review and approval to the Task Force in accordance with their

Policies and Procedures (see Appendix I) rather than the DAS State Building Division.

a. Information to be submitted by the agency shall include, but not be limited to the following:

(1) Funding

- LB number and section
- year and legislative session
- amount(s)
- program numbers
- agency number (see Appendix G)

(2) Project

- purpose of the contract (program statement, preliminary plans, bidding and construction documents, inspections and/or general consulting)
- location (county, town or campus
- description of the project
- statewide building inventory number (except new construction)

(3) Contract

- copy of the proposed contract (unsigned by agency)
- recommendation by the agency director
- recommendation by the agency project manager
- review by the agency's legal counsel or by the State Attorney General

(4) Certification by the agency of compliance with the Nebraska Consultants Competitive Negotiations Act.

b. DAS State-Building Division report and approval/disapproval
Note: The DAS State Building Division will generally be completed within 30 days after submittal by the agency.

2. Report filed

Copies of the DAS State Building Division's report and approval/disapproval are filed with the requesting agency, the DAS Budget Office and the Legislative Fiscal Analyst.

3. Notice to proceed

The agency will be notified by the DAS State Building Division on how to proceed.

CHAPTER VI. COMPREHENSIVE CAPITAL FACILITIES PLAN

A. Introduction

Each department and agency of the state, prior to submitting a capital construction project request in excess of six hundred forty thousand dollars ($640,000), shall cause a comprehensive capital facilities plan to be prepared. Copies of the plan and all revisions shall be submitted to the:

1. DAS State Building Division

2. DAS State Budget Division

3. Legislative Fiscal Office

Agencies which are responsible for individual departments, campuses or institutions, shall develop an agency-wide plan. Such plan shall have the approval of the agency director or the associated governing board.

B. Statutory Authority

1.	R.R.S. 81-1108.15	(Facilities planning, construction and administration)
2.	R.R.S. 81-1114.01	(Comprehensive capital facilities planning)
3.	R.R.S. 81-1108.16	(Comprehensive capital facilities planning)
4.	R.R.S. 81-1108.41	(Comprehensive capital facilities planning)

C. Outline for Comprehensive Capital Facilities Planning

1. Agency purpose

A narrative description outlining the basic purpose of the agency as set forth by legislative action, by administrative directive or by the agency planning process

2. Agency organization

An outline or chart describing the organizational structure of the agency

3. Agency programmatic goals and objectives

A narrative outlining the goals and objectives of the agency

4. Analysis of existing facilities

Agency programs/services - a listing and brief description of the programs and services being offered in the facility(ies).

a. Detailed inventory and maps of existing lands and facilities

b. Utilization data on existing facilities

c. Physical deficiencies

d. Programmatic deficiencies

5. Future programmatic needs

a. Activity analysis

(1) New programs

(2) Expanding or declining programs with reasons and background

b. Utilization data

(1) Projected space utilization

(2) Population projections

(3) Identify standards used for projections

c. Facilities analysis

(1) Type of space

(2) Quality of space

(3) Functional relationship of space and use

6. Identification of projects necessary to meet the stated programmatic goals

a. New construction

b. Additions to existing facilities

c. Renovation or restoration of existing facilities

d. Land or building acquisition

e. Site improvements

(1) Parking and circulation

(2) Utilities

(3) Landscaping

f. Deferred renewal, handicapped modifications, energy conservation, fire and life safety

g. Leased space or property

h. Demolition, abandonment or replacement of existing facilities

7. Compliance with the State Comprehensive Capital Facilities Plan

a. How the plan objectives respond to the Mission Statement and Governing Values for State of Nebraska Capital Construction

b. Consequences of delaying project funding for projects as proposed in the agency comprehensive plan

8. Budget estimates

a. Estimated total project cost of each project identified in the comprehensive plan

b. Year in which the calculations are based

c. Annual fiscal impact (staffing and operational costs)

9. Time line

a. Short range plan, 6 years, to coincide with three biennial budget periods detailed by project, year and priority

b. Long range projections, 7-20 years

D. Updating Requirements

All comprehensive plans shall be updated and revised when a major capital construction project requested for funding is not in compliance with the plan, when major project(s) are completed requiring significant revisions to existing comprehensive plans, or when revisions in projected programmatic needs would significantly affect the comprehensive capital facilities plan. Copies of all updates and revisions shall be submitted by the agency to the:

1. DAS State Building Division

2. DAS State Budget Division

3. Legislative Fiscal Office

CHAPTER VII. NEED STATEMENT - INITIAL FUNDING REQUEST

A. Introduction

The Need Statement serves as the basis of the agency's request for initial capital funding. This document is generally prepared in-house and submitted on or before September 15th as required in the Budget Preparation Instructions.

1. For projects whose estimated total project cost exceeds ***$640,000***, a subsequent program statement must be developed. In such cases, funding procedures allow for consideration during the first year for planning funds and the following year(s) for design development and construction funds.

2. A program statement may be submitted in lieu of a need statement when an agency is preparing a program statement for a project whose estimated total cost exceeds ***$640,000*** and the agency wishes to immediately request funds for planning and construction.

3. For projects whose estimated total cost is less than ***$640,000*** only a need statement is required. Under this procedure, the initial request for funding may include total funding.

4. For need statement applicability to all projects funded by the Task Force for Building Renewal (see Task Force for Building Renewal Procedures,-Appendix I)

B. Need Statement

1. Project description

Narrative statement describing the project and the primary program concepts and objectives (as related to the agency's mission, goals and objectives) shall be fulfilled as a result of the capital construction request.

2. Project justification

Data which supports the request for funding

3. Location

    a. County

    b. Town or campus

c. Existing site location and conditions (if applicable)

d. Proposed site

4. Comprehensive plan compliance

a. Year of the agency's comprehensive plan, and updates or revisions

b. Compliance with the agency comprehensive capital facilities plan

c. Compliance with the current version of the Statewide Comprehensive Capital Facilities Plan.

5. Analysis of existing facilities as they relate to the proposed project

a. Functions/purpose of existing programs

b. Page size floor plans (8-1/2 X 11" preferred) of existing areas

c. Utilization of existing space which will be affected by the proposed project by facility, room, and/or function (whichever is applicable)

d. Physical deficiencies

e. Programmatic deficiencies

6. Facility requirements and the impact of the proposed project

a. Functions/purpose of the proposed program

(1) Activity identification and analysis

(2) Projected occupancy/user levels

b. Space Requirements

(1) Proposed square footage by functions

(2) Basis for square footage/planning parameters

(3) Estimated Square footage difference between existing

and proposed areas

c. Impact of project on existing space

(1) Reutilization and function(s)

(2) Demolition

(3) Renovation

d. Influence of project on existing site conditions

(1) Relationship to neighbors and environment

(2) Utilities

(3) Parking and circulation

7. Project budget and proposed funding source

a. Cost estimate criteria

(1) Identify recognized standards, comparisons and sources used to develop the estimated cost

(2) Identify the year and month on which the estimates are made and the inflation factors used

(3) Estimated gross square feet

(4) Total project cost per gross square foot

b. Total project cost

(1) Program planning

(2) Professional fees

- professional consultants
- other consultants

(3) Construction

- general, including mechanical, electrical, elevator
- fixed equipment

- contingency

- Site improvements (utilities, sidewalks, parking, landscaping, etc.)

(4) Moveable equipment

(5) Land acquisition

(6) Artwork (Appendix H) (for applicable projects)

(7) Other costs (agency administration costs, moving, testing, surveys, legal fees, insurance, etc.)

c. Fiscal Impact

(1) Estimated additional operational and maintenance costs per year

(2) Estimated additional programmatic costs per year (including FTE)

(3) Applicable building renewal assessment charges

(4) Other costs

- cost to renovate vacated space
- cost to operate vacated space
- related costs

d. Funding sources (amounts and/or percentage of each)

(1) State funds

(2) Cash funds

(3) Federal funds

(4) LB 309 funds

(5) Revenue bonds

(6) Private donations

(7) Other sources

8. Time line

   a. Funding request

   b. Funding approval

   c. Program statement submission (if necessary)

   d. Professional consultants selection (if necessary)

   e. Receive bids for construction

   f. Award of Contract and start of construction

   g. Completion of construction

CHAPTER VIII. PROGRAM STATEMENT

A. Introduction

A program statement is required of all projects whose estimated total project cost is ***$640,000*** or more. Copies of all program statements shall be submitted to the State Building Division and Legislative Fiscal Office on or before September 15th of the year previous to the initiation of an appropriation for drawings and construction. No contract for the planning, design or construction of a new facility, or major modification or repair of an existing facility provided for by any state appropriation may be initiated unless an acceptable program statement has been approved by the Governor. If an agency intends to contract for professional services to develop a program statement refer to Chapter V.

1. For program statement applicability to all projects funded by the Task Force for Building Renewal see Task Force for Building Renewal Procedures, Appendix I.

2. For projects directly related to program continuation such as fire and life safety, maintenance, utility improvements, handicapped access, parts C-4, C-5 and C-6 of the program statement (below) may be omitted.

B. Statutory Authority

1. R.R.S. 81-1108.15 (Facilitates planning, construction and administration)
2. R.R.S. 81-1108.16 (Review program statements and contract)

3. R.R.S. 81-1108.41 (Program statement)

C. Outline for Program Statements

1. Introduction

    a. Background and history

    b. Project description

    c. Purpose and objectives

2. Justification of the Project

    a. Data which supports the funding request

b. Alternatives considered (when applicable)

3. Location and site considerations

a. County

b. Town or campus

c. Proposed site

d. Statewide building inventory (not required for new buildings)

e. Influence of project on existing site conditions

(1) Relationship to neighbors and environment

(2) Utilities

(3) Parking and circulation

4. Comprehensive plan compliance

a. Year of the agency's comprehensive plan and updates or revisions

b. Consistency with the agency comprehensive capital facilities plan

c. Consistency with the current version of the Statewide Comprehensive Capital Facilities Plan or CCPE Project Review Criteria/Statewide Plan (whichever applies)

5. Analysis of existing facilities

a. Functions/purpose of existing programs as they relate to the proposed project

b. Square footage of existing areas

c. Utilization of existing space by facility, room and/or function (whichever is applicable)

d. Physical deficiencies

e. Programmatic deficiencies

f. Replacement cost of existing building

6. Facility requirements and the impact of the proposed project

a. Functions/purpose of the proposed program

(1) Activity identification and analysis

(2) Projected occupancy/use levels

- Personnel projections
- Describe/Justify projected enrollments or occupancy

b. Space requirements

(1) Square footage by individual areas and/or functions

(2) Basis for square footage/planning parameters

(3) Square footage difference between existing and proposed areas (net and gross)

c. Impact of the proposed project on existing space

(1) Reutilization and function(s)

(2) Demolition

(3) Renovation

7. Equipment Requirements

a. List of available equipment for reuse (if applicable)

b. Additional equipment (if applicable)

(1) Fixed equipment

(2) Movable equipment

(3) Special or technical equipment

8. Special Design Considerations

a. Construction Type

b. Heating and cooling systems

c. Life Safety/ADA

d. Historic or architectural significance

e. Artwork (for applicable projects)

f. Phasing

g. Future expansion

h. Other (e.g., IBC & NFPA codes)

9. Project budget and fiscal impact

a. Cost estimates criteria

(1) Identify recognized standards, comparisons and sources used to develop the estimated cost

(2) Identify the year and month on which the estimates are made and the inflation factors used

(3) Gross and net square feet

(4) Total project cost per gross square foot

(5) Construction cost per gross square foot

b. Total project cost

(1) Non-Construction Costs:

- program planning
- professional fees (Architect/Engineer, Planning,, other)
- moveable equipment
- special or technical equipment
- land acquisition
- artwork (for applicable projects)
- other costs (agency administration costs, moving, testing, surveys, legal fees, insurance, etc.)
- non-construction contingency

(2) Construction Costs:

- construction (general, mechanical, electrical, elevator, fixed equipment, site improvements, utility connections)
- Environmental remediation
- Construction contingency

(3) Moveable equipment

(4) Special or technical equipment

(5) Land acquisition

(6) Artwork (for applicable projects)

(7) Other costs (agency administration costs, moving, temporary space, testing, surveys, legal fees, insurance, etc.)

(8) Project contingency

c. Fiscal Impact based upon first full year of operation (include proposed funding sources and percentage of each)

(1) Estimated additional operational and maintenance costs per year

(2) Estimated additional programmatic costs per year

(3) Applicable building renewal assessment charges

10. Funding

a. Total funds required

b. Project Funding sources (amounts and/or percentage of each)

(1) State funds

(2) Cash funds

(3) Federal funds

(4) LB 309 funds

(5) Revenue bonds

(6) Private donations

(7) Other sources

c. Fiscal year expenditures for project duration

11. Time line

a. Need Statement (if applicable)

b. Program Statement

c. Funding

d. Professional consultants selection

e. Design Development documents

f. Receive bids for construction

g. Award of contract and start of construction

h. Completion of construction

12. Higher Education Supplement

a. Coordinating Commission for Postsecondary Education (CCPE) Review

(1) CCPE review is required

(2) CCPE review is not required

b. Method of contracting

(1) Identify method

(2) Provide rationale for method selection

D. Program Statement Approval Process

1. State Building Division review

a. Information to be submitted by the agency shall include the following:

(1) Funding

- LB number and section
- year and legislative session
- program numbers
- agency number (Appendix G)
- amount(s)

(2) Copy of program statement (unless previously submitted)

b. State Building Division's report and recommendations

2. Review by D.A.S. Budget Division

3. Review by D.A.S. Director

4. Review by Governor for approval or disapproval

5. Report filed

Copies of the State Building Division's report and recommendations are filed with the requesting agency, Legislative Fiscal Analyst, and the Governor.

6. Notice to proceed

The agency will be notified by the State Building Division on how to proceed

CHAPTER IX. DESIGN DEVELOPMENT DOCUMENTS

A. Introduction

During the Schematic Design and Design Development phases of a project, the professional consultant provides drawings and other documents to fix and describe the size and character of the entire project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate. During these phases, potential alternate designs shall be explored and potential problems identified and corrected.

B. Statutory Authority

1.	R.R.S. 81-1108.15	(State DAS Building Division review planning and construction documents)
2.	R.R.S. 81-1108.41	(DAS Building Division review at completion of design phases)
3.	R.R.S. 81-1114.02	(Preliminary plans)

C. Legal Requirements

1. Definitions

   a. Preliminary plans, as referenced in the above stated statutes are defined as Design Development Documents for this manual.

   b. Working drawings, as referenced in the above statutes are defined as Construction Documents for this manual.

2. A design development documents submittal and review shall apply to all agencies with capital construction appropriations, whose estimated total project cost exceeds ***$640,000***.

D. Elements of Design Development Documents

1. Design Development Plans:

   a. Site

   b. Architectural

   c. Structural

d. Mechanical and electrical

e. Other

2. Design Development specifications:

a. Bidding and contract approach (traditional bidding, design/build, construction management at risk, etc)

b. Outline Specifications (Divisions 1 thru 16)

3. Program Statement Versus Design Development Analysis

a. Comparison of program vs. design development space categories (square footage)

b. Building efficiency (net vs. gross square footage)

c. Explanation and justification for major variances from program specifications and special design considerations

4. Code and Regulatory Agency Compliance

a. Life Safety Code issues (NFPA), most current adopted version

b. State Building Code variances or issues (including ADA)

c. International Energy Conservation Code approach

(1) Not applicable
(2) Designer certification
(3) Plan Review
(4) Standard Plans

d. Historic Building (N.R.S. 72-808 through 72-810)

If the capital project involves a state-owned historic building for which the Agency has been notified, early consultation with the State Historic Preservation Officer (Nebraska State Historical Society) should be initiated under the provisions of state statute to insure that proposed improvements, alterations or changes shall be in keeping with the building's historical or architectural significance. No alterations to such buildings shall be made without review and comment by the State Historic Preservation Officer.

e. Applicable local zoning or code issues

f. Compliance with the Governor's Policy on Tree Removal (Appendix L)

g. Other code or regulatory issues affecting the project

h. Public notices or hearings as required or requested

i. Agency specific accreditation standards

5. Revised budget (As compared to Program Statement budget)

a. Cost estimates criteria

(1) Identify recognized standards, comparisons and sources used to develop the estimated cost

(2) Identify the year and month on which the estimates are made and the inflation factors used

(3) Gross and net square feet

(4) Total project cost per gross square foot

(5) Construction cost per gross square foot

b. Total project cost

(1) Program planning

(2) Professional Fees

- professional design consultants
- in-house consultants
- other consultants
- testing fees

(3) Construction

- general, including mechanical, electrical, elevator
- fixed equipment
- site improvements (utilities, sidewalks, parking, landscaping, etc.)

(4) Moveable equipment

(5) Special or technical equipment

(6) Land acquisition

(7) Artwork (Appendix H) (for applicable projects)

(8) Other costs (agency administration costs, moving, temporary space, testing, surveys, legal fees, insurance, etc.)

(9) Project contingency

6. Time Line

a. Funding request

b. Funding approval

c. Program statement approval

d. Professional consultant selection

e. Design Development document submittal

f. Construction documents approval

g. Receive bids for construction

h. Construction contract approval

i. Award of contract and start of construction

j. Completion of construction

E. Design Development Review

1. State DAS Building Division and LB309 Task Force review

a. Information to be submitted by the agency shall include the following:

(1) Funding

- LB number and section

- year and legislative session
- agency number (Appendix G)
- program number
- amount(s)

(2) Project

- brief description of the project
- location
- statewide building inventory number (except new construction)

(3) Copy of design development documents

(4) Copy of design development outline specifications

(5) Budget

- project budget as specified in section D-4, above (prepared by professional consultant)
- any anticipated changes in operational costs as compared to the program statement budget

(6) Program statement compliance as specified in section D-3, above

(7) Time line as specified in section D-5, above

b. State Building Division review

(1) The DAS Building Division will review design development documents for consistency with the approved program statement and return any questions or comments to the agency within 30 days. This process may occur concurrent with the preparation of contract documents by the agency or their consultants.

(2) No formal approval of design development documents will be required. In the event that the agency receives no response from the DAS Building Division within 30 days they may proceed with completion of contract documents.

c. LB309 Task Force Review

(1) NOT APPLICABLE for those projects or buildings which are NOT eligible for LB309 Task Force funds

(2) The LB309 Task Force will review schematic design or design development documents for building envelope issues and other design items that can impact LB309 funding. The LB309 Task Force will return any questions or comments to the agency within 30 days. This process may occur concurrent with the preparation of contract documents by the agency or their consultants.

d. No formal approval of schematic OR design development documents will be required. In the event that the agency receives no response from the LB309 Task Force within 30 days, they may proceed with completion of the contract documents.

2. Distribution of State Building Division's recommendations.

a. Recommendations and questions returned to the requesting agency

b. Record of comments, questions and responses filed by the DAS Building Division.

3. Distribution of 309 Task Force Recommendations

a. Recommendations and questions returned to the requesting agency

b. Record of comments, questions and responses filed by the LB309 Task Force

CHAPTER X. CONSTRUCTION DOCUMENTS

A. Introduction

The construction document phase of a project consists of the professional consultant providing drawings and specifications which set forth in detail the requirements for the construction of the entire project including the necessary bidding information. The professional consultant shall assist in the preparation of bidding forms and preparation of the basic conditions of the contract.

B. Statutory Authority

1. R.R.S. 81-1108.15 (State Building Division review of construction documents)
2. R.R.S. 81-1108.41 (State Building Division review of construction documents)

C. Legal Requirements

A construction document submittal and review shall apply to all capital construction projects with an estimated cost of ***$640,000*** or more.

D. Elements of Construction Documents

1. Drawings
    - a. Site Plan
    - b. Architectural
    - c. Structural
    - d. Mechanical
    - e. Electrical
    - f. Other (details)
2. Project Manual
    - a. Bidding requirements (instructions to bidders, bid form, etc.)
    - b. General conditions
    - c. Supplemental conditions

d. General requirements

e. Technical specifications (Divisions 2 thru 16)

f. Other

3. Revised budget (As compared to Program Statement and Design Development budgets)

a. Cost estimates criteria

(1) Identify recognized standards, comparisons and sources used to develop the estimated cost

(2) Identify the year and month on which the estimates are made and the inflation factors used

(3) Gross and net square feet

(4) Total project cost and gross square foot

(5) Construction cost and gross square foot

b. Total project cost

(1) Program planning

(2) Professional consultants

- professional design consultants
- in-house consultants
- other consultants (food service, acoustical, etc)

(3) Construction

- general, including mechanical, electrical, elevator
- fixed equipment
- site improvements (utilities, sidewalks, parking, landscaping, etc.)

(4) Moveable equipment

(5) Special or technical equipment

(6) Land acquisition

(7) Artwork (Appendix H) (for applicable projects)

(8) Other costs (agency administration costs, moving, temporary space, testing, surveys, legal fees, insurance, etc.)

(9) Project contingency

c. Comparison to appropriations and other (itemized) available funding

4. Time Line

a. Funding request

b. Funding approval

c. Program statement approval

d. Professional consultant selection

e. Design Development documents submittal

f. Construction documents approved

g. Receive bids for Construction

h. Construction contract approval

i. Award of contract and start of construction

j. Completion of construction

E. Construction Documents Review and Approval

1. DAS Building Division and LB309 Task Force review

a. Information to be submitted by the agency shall include the following:

(1) Funding

- LB number and section
- year and legislative session
- agency number (Appendix G)
- program number

- amounts

(2) Project

- brief description of the project
- location
- statewide building inventory number (except new construction)

(3) Two sets of Construction documents (plans and specifications)

- one set for DAS Building Division review
- one set for Task Force for Building Renewal review
- <u>NOT APPLICABLE for those projects or buildings which are not eligible for LB309 Task Force funds</u>

(4) Budget - Project budget as specified in section D-3, above (prepared by professional consultant)

(5) Compliance with the approved program statement, highlighting any significant variances subsequent to the design development documents submittal

(6) Time line as specified in section D-4, above

b. State Building Division report and approval (generally completed within 30 days of receipt of the agency submittal).

2. Report filed.

a. Copies of the State Building Division's review and approval are filed with the State Building Division, The DAS Budget Division, The Legislative Fiscal Office and the requesting agency.

b. Copies of the Task Force for Building Renewal review and recommendations are filed with the DAS Building Division and the requesting agency.

CHAPTER XI. BIDDING AND CONSTRUCTION CONTRACT PHASE

A. Introduction

The purpose of the guidelines for the project bidding and construction contract phase is to fulfill statutory requirements as set forth for the bidding procedures and to establish fair and equitable construction cost amounts for capital construction projects. A successful project bidding and negotiation phase is one that assures the State of Nebraska the highest quality construction effort within the budget constraints established by the Legislature, while at the same time maintaining the integrity of the competitive bidding process for the long-range benefit of the State of Nebraska.

B. Definitions and Applicability

1. This procedure may apply to the procurement of any professional construction, reconstruction, renovation, alteration or improvement to any building, facility, structure, site improvements or landscaping. Generally, these services involve the provision of both material and labor to produce a Acustom made@ product.

2. A construction or renovation project would generally <u>not</u> include maintenance contracts. Maintenance contracts are defined as any work performed on an ongoing or annual basis to include inspections, tests, adjustments, preventive or routine maintenance or any warranty-related requirements. Generally, maintenance contracts should be procured in accordance with the Procedure for Procurement of Contractual Services authored by the Department of Administrative Services (DAS) Materiel Division, most current version.

3. The procedures under this guideline should not be used to acquire finished products that do not involve on-site contractor labor to produce or install. Procurement of Amaterial only@ purchases are governed by procedural guidelines issued by the DAS Materiel Division.

4. Procedures under this guideline shall not be used to hire, or obtain the services of an employee or contractor in a manner contrary to state law, regulation, appropriation or executive order. The procuring agency is responsible for insuring that any contract executed as a result of this process does not circumvent or violate such rules and regulations.

C. Statutory Authority

1.	R.R.S. 33-141	(Rates for legal notices)
2.	R.R.S. 73-101 thru 73-105	(Public Letting)
3.	R.R.S. 81-146	(Non applicability of purchasing statutes to construction)
4.	R.R.S. 81-1108.16	(SBD review of construction contracts)
5.	R.R.S. 81-1108.16	(Review, report, and approval of contracts)
6.	R.R.S. 81-1108.43	(Capital construction acts prohibited)
7.	R.R.S. 81-1114	(Submission of contracts to Legislative Fiscal Analyst)
8.	R.R.S. 72-801 thru 72-803	(Public buildings cost and use)

D. Project Classification

1. Total project cost over ***$640,000*** - Major Capital Construction Projects

   a. A formal set of plans and/or specifications shall be prepared for distribution to all bidders who indicate an interest in bidding. The scope and detail of the project shall be adequately defined so competitive bids can be received. A date and time shall be set, at which time bids will be received. Contract documents shall be prepared under the direct supervision of a professional architect or engineer who has been selected under the Nebraska Consultant's Competitive Negotiation Act.

   b. The agency shall require all firms submitting bids to include bid security in the amount of 5% of the bid amount and agree to furnish bonds for performance and labor and material payment in the event they are awarded a contract for the work.

   c. A public notice to bidders announcing the availability of the project shall appear in a publication based in or near the locality of the project and in other widely circulated publications as deemed necessary by the agency. Contractor plan services, builders bureaus or the Internet should be used to supplement notice placed in publications available to the general public.

d. Sealed bids shall be submitted to the agency not later than a specified date and time. Bids will be publicly opened and read aloud.

e. A formal agreement between the agency and the selected contractor shall be executed. American Institute of Architects (AIA) documents with required State modifications or agency standard contracts should be used.

f. Prior to executing the contract, the agency shall ensure that the proposed agreement is reviewed and approved by the following:

(1) The Attorney General's office or their designee

(2) The Department of Administrative Services State Building Division

2. Total project cost between $50,000 and ***$640,000*** - Formal Bidding Process With Bonding

a. A formal set of plans and/or specifications shall be prepared for distribution to all bidders who indicate an interest in bidding. The scope and detail of the project shall be adequately defined so competitive bids can be received. A date and time shall be set, at which time bids will be received. Contract documents shall be prepared under the direct supervision of a professional architect or engineer.

b. The agency shall require all firms submitting bids to include bid security in the amount of 5% of the bid amount and agree to furnish bonds for performance and labor and material payment in the event they are awarded a contract for the work.

c. A public notice to bidders announcing the availability of the project shall appear–in a publication based in or near the locality of the project and in other widely circulated publications as deemed necessary by the agency. Contractor plan services, builders' bureaus or the Internet should be used to supplement notice placed in publications available to the general public.

d. Sealed bids shall be submitted to the agency not later than a specified date and time. Bids will be publicly opened and read aloud.

e. A formal agreement between the agency and the selected contractor shall be executed. AIA documents with required State modifications or agency form contracts may be used.

f. Prior to executing the contract, the agency shall ensure that the proposed agreement is reviewed and approved by the Attorney General's office or their designee.

3. Total project cost between $15,000 and $50,000 - Informal Bidding Process

a. Three or more quotations for the project shall be solicited from responsible bidders. Original quotations may be in writing or verbal. Any verbal quotations must be followed up with a written or faxed confirmation for project files.

b. A fixed bid receipt date or public opening is not required.

c. A formal contract shall be executed for the project. The contract may be an agency form contract or letter of agreement.

d. All resulting quotations or refusals to quote shall be documented by the agency for reference.

4. Total project cost less than $15,000 - Open Solicitation Process

a. Competitive bidding not required

b. The agency may contract directly with a responsible contractor.

E. Special Situations

1. Emergencies - Emergencies are defined as situations where a clear and foreseeable danger will exist without the institution of appropriate measures to reduce or remove that danger. If the subject situation is not alleviated, the health, safety or welfare of citizens of this State or the mission or condition of the facility will continue to be threatened or is in jeopardy of further damage. In such cases, the Agency Director shall be responsible for making whatever modifications to the above processes are deemed most appropriate to obtain the needed services within the required time frame.

2. Sole Source - In the event that the requirements of a project or process require that it be supplied by a single firm or other unique circumstances preclude the opportunity to receive competitive bids, the Agency Director may negotiate a price for the project with a single qualified contractor. Documentation justifying the sole source process shall be included in the project file for possible future reference. Prior to the award of a sole source contract in excess of $50,000, a Request for Proposal form must be made public for 15 days to assure public awareness of the project.

3. Fewer than Three Bids - In the event that the prescribed procedures for competitive bidding are carried out and the resulting bids received number less than three, the agency may award the project based upon the bids submitted or rebid the project. The Agency Director shall ensure that documentation is included in the project file which shows compliance with the appropriate bidding procedures and shows that it is in the State's best interest enter into an agreement with the selected bidder.

4. All Bids Exceed Project Budget – In the event that all submitted bids exceed the fixed project budget, the agency may choose to proceed in accordance with one of the following procedures. Any revisions to the project scope or budget undertaken as part of the below procedures must remain consistent with the approved program statement and legislative intent that may be tied to the project appropriation. Note: For projects funded by the 309 Task Force, see Appendix I.

    a. The agency may reject all bids, adjust the project scope and/or budget and repeat the public bidding process.

b. If rebidding is determined by the agency to not be in the State's best interest, the agency may negotiate with the lowest responsible bidder in the following manner.

(1) Award the project to the lowest responsible bidder contingent upon the mutual ability of the State and the bidder to negotiate acceptable cost reductions to bring the project within the fixed budget.

(2) In cooperation with the project consultants and the low bidder identify methods to adjust the project scope, materials or labor to reduce the overall cost of the project. The agency shall reserve the right to accept or reject any proposed changes and accompanying costs.

(3) In the event that acceptable cost reductions can be achieved, the agency may execute a formal contract with the contractor for the project. The contract should be in the amount of the original bid with a change order to include the negotiated cost reductions being executed simultaneously with the contract.

(4) If the agency and the bidder cannot reach a mutually acceptable agreement, the agency may terminate negotiations and rebid the project.

(5) For requirements for bidding materials for in-house labor projects funded by the 309 Task Force, see Appendix I.

5. Special project bidding conditions or requirements for contractor qualifications.

F. Ethics and Conduct

1. Conflict of Interest - No person shall participate in, or assume responsibility in, the implementation and execution of the procedures including the evaluation of proposals and selection of contractors when participation constitutes a conflict of interest as defined by law, regulation or executive order.

2. Equal Access to Information - All bidders shall be afforded equal access to information which may affect their bids submitted under

this process. A state agency or state employee shall not furnish any technical information, solicit proposals or take any action which could be construed as giving a direct or indirect advantage to any potential bidders. Bidders= requests for technical information or clarification can and should be answered, if possible. However, if the response may, in any way, affect the bid received, the information must be supplied equally to all potential bidders.

G. Technical Specifications and Scope of Work

1. It is the responsibility of the agency to ensure that technical plans and specifications are created which accurately and adequately define the scope of work for potential bidders.

2. It is the responsibility of the agency to ensure that technical plans and specifications issued to potential bidders are:

   a. Quantified and structured in such a manner which ensures quality while recognizing the need to be cost effective.

   b. Clearly stated to ensure equal competition among bidders.

   c. Unbiased and non-prejudicial toward bidders

   d. Structured to ensure free and open competition to the maximum extent possible.

3. The technical plans and specifications eventually form a key portion of the basic governing language of the resulting contract with the successful bidder. Specifications must be written in a manner which ensures that the project requirements are fully and adequately described. Incomplete or unclear specifications may result in many details of the agreement being defined by the contractor=s proposal or Astandards of the industry@ which may not, in many cases, be in the State=s best interest.

H. Contractor Selection and Project Award

1. The agency is responsible to act in the best interest of the State in the evaluation of all competitive bids and proposals and the award of projects to the lowest responsible bidder. In reviewing bids, the agency may consider the following criteria:

   a. Bid price

b. The ability, capacity and skill of the bidder to perform the work required.

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.

d. The ability of the bidder to perform the contract within the time specified (assuming a time is specified in project specifications).

e. The quality of workmanship and level of performance on previous contracts.

f. Past and present level of compliance by the bidder with laws relating to the contract.

g. Life cycle costs

h. Performance in accordance with commonly accepted standards of usability and user requirements.

i. Energy efficiency ratios

j. Expected life, repair, maintenance costs and energy costs

k. Other criteria specific to the project being awarded.

2. The agency shall ensure compliance with Nebraska Statutes relating to giving preference for resident bidders.

3. The agency shall ensure compliance with Nebraska Statutes relating to Fair Labor Standards.

4. The agency shall ensure compliance with the State statutes relating to equal opportunity.

5. All contractors shall be required to certify that they have a drug free workplace policy prior to entering into a contract for any State work.

I. Grievance Procedure

In the event that any individual or firm wishes to contest the agency=s selected bidder or the selection process, a predefined grievance procedure will be of assistance to the agency in resolving the protest. The following

suggested procedure is modeled after the procedure developed by the DAS Materiel Division for dealing with bid grievances.

1. Grievances/protests are to be expressed in writing to the Administrator of the procuring agency. The letter should state the project and specific issues that are to be addressed.

2. Within ten (10) days of the posting of the award or intent to award, grievances/protests are to be expressed in writing and mailed to the Agency Administrator. The vendor will address each issue individually, in writing, to the Administrator. The letter should state the name of the project and specific issues that are to be addressed, and should provide a point of contact and address to which a response can be sent.

3. The Administrator will review and evaluate the issues of the grievance and the staff response to make a determination of any merit the grievance may have. The Administrator will respond to the bidder in writing within ten (10) business days of receipt of the grievance/protest specifying findings related to the grievance and actions, if any, to be initiated by the agency to resolve the grievance.

4. If the response from the Administrator has not satisfied the grievance of the vendor, the vendor shall mail a protest letter stating the name of the project, the specific issues that are to be addressed, and requesting a meeting with the Agency Director, and shall be received by the Director's office within ten (10) business days of the date of the response of the Agency Administrator
5. A meeting will be scheduled with the vendor and the Agency Director for the vendor to present the issues to be considered.

6. A written response of the final decision of the Agency Director will be sent to the vendor, generally within ten (10) business days unless additional time is necessary to fully examine the issues presented.,

J. Construction Contract Review and Approval

1. State Building Division Review

   a. Information submitted by the agency shall include the following

(1) Copy of the proposed contract (unsigned by agency)

(2) Funding

- LB number and section
- year and legislative session
- agency number (Appendix G)
- program number
- amount(s)

(3) Project

- description of the project
- location (County, town or campus)
- statewide building inventory number (except new construction)

(4) The bid tabulation report by agency

(5) Agency director=s and project manager recommendation of award of bid

(6) Approval of the contracts by legal counsel or the Attorney General

(7) Professional consultant=s recommendation of award of bid

(8) Revised budget

(9) Time/cost schedule

b. State Building Division=s report and approval

2. Distribution of Report and Approval

Copies of the State Building Division=s report and approval are filed with the Legislative Fiscal Analyst.

3. Notice to proceed

The agency will be notified by the State Building Division on how to proceed.

CHAPTER XII. CONSTRUCTION PHASE

A. Introduction

This phase of the project begins after the Owner-Contractor Agreement has been approved and signed by both parties. It requires submittal of information prior to and after construction is initiated.

B. Statutory Authority

1.	R.R.S. 81-1108.15	(State Building Division, time-cost schedules)
2.	R.R.S. 81-1108.15	(State Building Division, facilities construction supervision, reports and approvals)
3.	R.R.S. 81-1108.15	(State Building Division, cost and status reports)
4.	R.R.S. 81-1108.42	(State Building Division, DAS, certificate of final payment)
5.	R.R.S. 81-1108.43	(State Building Division, DAS warrants for payment of work)

C. Preconstruction Phase

1. In addition to the Owner/Contractor Agreement, there are related documents that should also be reviewed by all parties concerned with the construction of the project construction. Documents which should be submitted by the contractor to the agency for approval include:

    a. Performance Bond and Labor and Material Payment Bond

    b. Certificate of insurance (Appendix D)

    c. Schedule of values (Appendix D)

    d. Construction schedule

    e. Monthly time-cost schedule

2. In the event that the contractor's time-cost schedule varies significantly from that submitted to SBD with the Construction Contract Submittal, the agency shall provide changes to DAS/SBD and the DAS Budget Office.

3. A preconstruction conference should be conducted with the agency representative, consultant and contractor present. The purpose shall be to discuss the project and responsibilities such as administration, inspection, observation, superintendence and supervision. State Building Division shall be notified of the time and place for the preconstruction conference.

D. Construction Phase

1. The documents to be submitted by the contractor and the professional consultant to the agency shall include, but not limited to the following:

   a. Shop drawings and samples

      (1) Review and approval by contractor

      (2) Review and approval by professional consultant

      (3) Review and approval by agency

   b. Schedules

   c. Tests and reports

   d. Professional consultant's request for payments

   e. Periodic observations and progress reports by professional consultant and agency representative.

   f. Contractor application and certificate of payment (Appendix F)

      (1) Certification by professional consultant

      (2) Approval by agency

   g. Change Orders (Appendix E)

      (1) Certification by professional consultant

      (2) Approval by agency

2. Quarterly Capital Construction Project Reporting to the DAS State Building Division

a. Reporting requirements

(1) Agencies shall prepare and submit to DAS State Building Division quarterly reports for all projects whose total project funding exceeds ***$640,000***.

(2) DAS/SBD may require that quarterly project reports be submitted for projects under ***$640,000***.

b. Reporting format – See Appendix K

(1) Updated project budget in the same format as used in the construction contract Submittal to DAS/SBD.

(2) Contracts and other commitments through the end of the quarterly reporting period, referenced to budget category

(3) Cumulative expenditures through the end of the reporting period, referenced to budget category

(4) Copies of all construction contract change orders executed during the reporting period

3. Periodic Contractor Payments

a. All project payments shall be processed using the Nebraska Information System (NIS).

b. NIS Business Unit setup and payment coding shall be structured to allow aggregation by capital construction budget category.

E. Substantial Completion

1. Certificate of substantial completion (AIA Form G704)

a. Notification by contractor

b. Certification by consultant

(1) Attach punch list, inspection and report by consultant.

c. Inspection and report by agency project manager.

d. Approval by agency

e. Demonstration of equipment and mechanical systems

f. Move in by agency

2. Note: Most warranties start with the date of substantial completion.

F. Final Completion – Submittal of Final Contractor Payment(s) to the DAS State Building Division

1. Submittal by the Contractor to the Agency shall include:

   a. Final Payment Request in accordance with contract requirements

   b. Submittal of the consent of the surety to final payment

2. Submittal by the Consultant to the Agency shall include:

   a. Certification of the Contractor's final payment request

   b. Certification that all work under the contract substantially conforms to the contract documents and that the contract has been satisfactorily performed except for the making of final payment.

3. Submittal of final contractor payment to DAS/SBD shall include:

   a. The Contractor's final payment request

   b. Certification (in accordance with item F.2 above) from the Consultant

   c. Certification of Agency compliance with Nebraska Revised Statutes, section 83-134, where applicable

   d. Approval for payment by the Agency

4. Processing of the final contractor payment by DAS/SBD

   a. Review Agency final contractor payment submittal for completeness

   b. Submit final payment submittal to the DAS Director (as

applicable) and State Accounting for payment

CHAPTER XIII. POST CONSTRUCTION PHASE

A: Introduction

When the project is completed and final payments have been made, evaluations of all aspects of the project and submittals of contract guarantees and warranties are required.

B. Statutory Authority

1.	R.R.S. 81-1108.15	(State Building Division, acceptance and final inspection)
2.	R.R.S. 81-1108.15	(State Building Division assurance of maintenance)
3.	R.R.S. 81-1108.15	(State Building Division, acceptance and final reports)
4.	R.R.S. 81-1108.43	(Capital construction prohibitive act)

C. Legal Requirements

1. Submittal of final report to the State Building Division on projects whose total cost is ***six hundred forty*** thousand dollars (***$640,000***) or more.

2. The State Building Division may require the final report on projects whose total cost is less than ***six hundred forty*** thousand dollars (***$640,000***).

D. Final Report by Agency

1. The Agency final report shall be submitted not later than 30 days after final payment and shall include, but not limited to the following:

    a. The Final Quarterly Project Report

    b. Certification that the construction complied with the approved program statement.

    c. Agency Evaluation of consultant

        (1) Conformance with professional service agreement

        (2) Conformance with budget requirements

(3) Conformance with time line

(4) Project management

(5) Planning and design

f. Agency Evaluation of contractor

(1) Conformance to construction agreement

(2) Quality of workmanship

(3) Conformance with time line

(4) Project management

(5) General comments

E. Final Review by State Building Division

1. Review of Agency submittal

2. Report filed

a. Legislative Fiscal Analyst

b. Governor

F. Guarantee and Warranty Phase

1. Eleven month inspection of the facility with professional consultant

a. Written notice of deficiencies (if any) to contractor

2. Guarantee and warranty procedures

a. Agency's written report of deficiency to contractor

b. Agency's written acknowledgment of corrective work to contractor

c. Coordinate with DAS State Building Division as necessary

3. Evaluation of the facility

a. Success of design

b. Energy efficiency

c. Operational experience

d. Environmental considerations

e. Evaluation of artwork

G. Project Close-out

1. One year post-completion inspection

   a. Written notice to contractor of any deficiencies not corrected

   b. Written notice to professional consultant of any deficiencies not corrected

2. Extended warranties

   a. Written notice of deficiency direct to manufacturer/supplier or sub-contractor

   b. Written acknowledgment of correction action

3. Operations and maintenance programs

   a. Establishment of a preventive maintenance program

   b. Operations in accordance with manufacturer's recommendations

   c. Coordination with the State Building Division and the Task Force for Building Renewal.

CHAPTER XIV. SITE AND STRUCTURE NAMING PROCEDURES

A. Introduction

To name a site or structure requires the following review and approvals.

B. Statutory Authority

1. R.R.S. 81-1108.15 (State Building Division review of proposals)

2. R.R.S. 81-1108.36 (State owned or leased site or structure naming)

C. Procedures

1. Agency proposal

2. Agency submittal to Legislature for approval

3. Agency submittal to State Building Division for review and Governor's approval or disapproval

D. Site and Structure Naming Review and Approval

1. State Building Division Review

   a. Submission to the State Building Division by the agency shall include, but not limited to, the following

      (1) Site or Structure

      - name or designation

      (2) Location

      - county name
      - town or campus
      - address
      - statewide building inventory number

      (3) Previous name or designation and reason for the change

      - name

- reason for name
- evidence of support

2. Distribution of the State Building Division's report and recommendations

    a. Review by D.A.S. Budget Division

    b. Review by D.A.S. Director

    c. Review by the Governor for approval or disapproval

3. Report filed

    a. Legislative Fiscal Analyst

    b. Governor

4. Notice to proceed

The State Building Division will notify the agency the agency on how to proceed.

CHAPTER XV. CAPITAL CONSTRUCTION EMERGENCY CONTINGENCY FUND

A. Introduction and Purpose

The Legislature, in 1974 (Statute 81-1108.24 - 81-1108.25), recognized the problem of emergency situations which could not be foreseen by the agencies and which would require the availability of immediate funds to resolve such problems. Expenditures from this fund shall be authorized to supplement available funds for construction projects when needed for emergency construction, repair or remodeling. Emergency shall mean that a clear and foreseeable danger is created and that without institution of appropriate measures to reduce or alleviate such danger, the health, safety or welfare of the citizens of this State or the purposes of the facility will be or will continue to be threatened.

Section 81-1108.25 of Nebraska Statutes Cumulative Supplement, 1976, provides for the expenditure of these funds to be made by the Department of Administrative Services as when approved by the Governor.

B: Statutory Authority

1.	R.R.S. 81-1108.24	(Creation of the Emergency Capital Construction Contingency Fund)
2.	R.R.S. 81-1108.25	(State Emergency Capital Construction Contingency Fund purpose.)

C. Procedures

No appropriation is presently available, therefore application procedures and guidelines will be made available if an appropriation is made to this fund.

Appendix A

SBD Procedural Manual
Recommended Modifications to Owner Architect Agreement
AIA B101 - 2007

If the agency chooses to use a standard form of agreement between the owner and architect as published by the American Institute of Architects, there are a number of modifications that should be considered. The below suggested changes reference the AIA Document B101 – 2007, which is commonly utilized for large capital projects. Many of the below suggestions may apply to other forms of AIA agreements. Any design contract valued in excess of $65,000 must be reviewed and approved by the Nebraska Attorney General or his authorized representative.

1. For multi-year funded projects, the budget section of the document (5.2) should include an exception for non-appropriation of funds.

2. The license to reproduce the Architect's Instruments of Service (7.3) shall include actions required by the Owner to comply with public records statutes.

3. General Conditions of the Contract for Construction may be a version of the AIA documents or the State of Nebraska Construction General Conditions. The form to be used shall be noted in the applicable section (3.6.1.1) of the Design Agreement.

4. The agreement will be governed by the laws of the State of Nebraska, regardless of the Architects place of business. (10.1)

5. A statement should be added to the Initial Information (1.1) that the Standard Form of Agreement Between the Owner and Architect with Standard Form of Architects Services and the Standard Form of Architect's Services: Design and Contract Administration are two documents, taken together to constitute the Agreement.

6. Wherever the article of the agreement refers to information to follow, but there is no information, "not applicable" should be inserted.

7. Any reference to Arbitration shall be stricken from the document.

8. Mediation (8.2.1) should be made available by agreement of the parties rather than as a condition precedent to legal action. In the event mediation is used the state should require the use of the Nebraska Mediation Program, supported by the Nebraska Supreme Court.

9. Any reimbursable expenses not fully defined by the terms of the Agreement (11.8.1.11) should be subject to prior approval of the Owner.

10. Add the following Special Terms and Conditions (Article 12)

1.4.2.1 Fair Labor Standards
The undersigned states that he is in complying with, and will continue to comply with, fair labor standards in pursuit of his business and the execution of this Agreement.
1.4.2.2 Non Discrimination in Employment
The undersigned agrees that in performance of this Agreement neither he nor his subcontractors will discriminate against any of their employees or applicants for employment, concerning the employees' or Applicants' hire, tenure, terms, conditions, or privileges or employment based on the employees' or applicants' race, color, religion, sex, marital status, age, disability or national origin.
1.4.2.3 Drug Free Workplace Policy
The Architect certifies that as a condition of the Agreement, neither the Architect nor any employee of the Architect shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conduction any activity covered by this Agreement. The Nebraska Department of Administrative Services reserves the right to request a copy of the Architects' Drug Free Workplace Policy. The Architect further agrees to insert a provision similar to this statement in all subcontracts for services required under this Agreement.
1.4.2.4 Americans With Disabilities Act
All provisions of this Agreement are subject to the Americans With Disabilities Act (29 C.F.R. 1601.28 C.F.R. 35)

11. The State will make no initial payment at the execution of the Agreement (11.10.1)

12. Payments to the Architect are due and payable 45 days from the date of the Architect's invoice (11.10.2). Unpaid amounts shall bear interest at the amount set by State law.

13. The Owner shall approve Schematic Design Documents prior to the Architect beginning Design Development Documents. (3.2)

14. The reference in the Agreement to Negotiated Proposals (3.5) shall be stricken from the document.

15. The Architect should <u>not</u> be absolved from liability for the results of interpretations of the contract documents or decisions so rendered in good faith (3.6.2.4).

16. The Architect's Responsibilities (Article 1)should be thoroughly evaluated by the Architect and Owner to make sure that as many services as possible can be identified and included in Basic Services. The extent of work included under a

Change of Services should be minimized. Particular attention should be directed toward the following areas:

- The extent of representation and number of visits to the construction site by the Architect throughout the construction process.
- Preparation by the Architect, of Change Orders and Construction Change Directives.
- Preparation by the Architect of design and documentation for alternate bid or proposal requests requested by the Owner.

Note: In accordance with LB249, Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements. Social security numbers and federal tax identification numbers will be redacted prior to any required disclosure.

Appendix B
STATE OF NEBRASKA AGENCY

Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM

Total Contract Price More Than
$640,000

THE PROJECT IS:
Location:

This AGREEMENT is made as of , 20 .

Between THE OWNER:

State of Nebraska
Agency Name
Agency Address
City, State, Zip

The Owner's representative is:
Name:
Address:

Phone:

and THE CONTRACTOR:

Name:
Address:

The Contractor's representative is:
Name:
Address:

Phone

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

The Consultant is:
Firm:
Address:

The Consultant's representative is:
Name:
Phone:

The Consultant was selected according to state law.

The State, its officers, and employees shall be held harmless from claims arising from the actions or omissions of the Contractor, its sub-contractors, agents, or employees. The Contractor agrees to indemnify the State for any such claims.

ARTICLE 1 - SCOPE OF WORK

The Contractor shall furnish all materials and fully execute the Work described in the Contract Documents of Article 5. The Contractor shall, in a professional and diligent manner, do everything required in the Contract Documents.

ARTICLE 2 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed by the Contractor under this Agreement shall officially commence with the date of this Agreement provided on Page 1. The Contract Time shall be measured from this date of commencement.

2.2 Substantial Completion ofthe entire Work by the Contractor shall be made not later than ___ calendar days from the date of commencement, subject to approved changes in the Contract Time as provided in the Contract Documents.

ARTICLE 3 - CONTRACT SUM

3.1 The Owner shall pay the Contractor for the performance of the Work, subject to approved additions and deductions as provided in the Contract Documents, the Contract Sum of:
Dollars ($)

3.2 The Contract Sum is based upon the following alternates which are described in the Contract Documents and are hereby accepted by the Owner: None

3.3 Unit prices are as follows: None

ARTICLE 4 - PROGRESS AND FINAL PAYMENTS

4.1 All issues regarding payments shall be as described by pages through of the "General Conditions" in the Project Manual.

4.2 In Accordance with the Nebraska Prompt Payment Act, payments due and unpaid under the Contract 45 days after the due date shall bear interest from the 31st day following the date payment is due.

ARTICLE 5 - THE CONTRACT DOCUMENTS

5.1 Besides this Agreement, the Contract Documents consist of the General Conditions, Supplementary Conditions, and other specified Conditions, the Drawings, Specifications, and Addenda issued prior to execution of this Agreement, other Documents specified in this Agreement, and Change Orders or other Modifications issued after execution of this Agreement. These Documents form the Contract, which represents the entire Agreement between the Owner and Contractor, and supersedes any prior written or oral negotiations, representations or Agreements. In the event of a conflict between the terms of the Documents, this Agreement shall govern, followed by the General Conditions, the Supplementary Conditions, the Specifications, the Drawings, Change Orders, and then any other Addenda. The Contract Documents, except for Change Orders or other Modifications issued after execution of this Agreement, are enumerated as follows: Construction Drawings Issued (date), Specification Manual Issued (date), Addendums (numbers) (dates)

5.2 The Agreement is this executed Agency Standard Form of Agreement between Owner and Contractor.

5.3 The General Conditions are contained in the Project Manual, dated _____.

5.4 The Supplementary and other Conditions of the Contract are those contained in the Project Manual, dated _____, and are as indicated in Specification Section _____.

5.5 The Specifications are those contained in the Project Manual dated _____ as in Paragraph 5.3, and are as indicated in the Project Manual Table of Contents.

5.6 The Drawings are as indicated in the List of Drawing Sheets or Index of Drawings in the Plans.

5.7 The Addenda are:
#1: Pages _____ and sheets of attachments described in Addendum ___.
#2: Pages_____ and sheets of attachments described in Addendum ___.

5.8 Other Documents forming part of the Contract Documents are as follows:
BID PROPOSAL, PERFORMANCE AND PAYMENT BONDS, ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

6.1 Compliance With Civil Rights Laws and Equal Opportunity Employment. The Contractor affirms that it complies with, and will continue to comply with, the Nebraska Fair Employment Practice Act and Title VI of the Civil Rights Act of 1964, as amended. The Contractor affirms that no person (including employees or applicants for employment) shall, on the grounds of age, religion, sex, disability, race or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this contract or any other project, program or activity supported by this contract. The Contractor agrees that in performance of this contract neither he nor his subcontractors will discriminate against any of their employees or applicants for Employment concerning the employees' or applicants' hire, tenure, terms, conditions or privileges of Employment based on the employees' or applicants' race, color, religion, sex, marital status, age, disability, or national origin.

6.2 The Contractor agrees to comply with all applicable provisions of The Federal Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 as amended, Section 5043 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the Nebraska Fair Employment Act, as amended, which are hereby incorporated by reference. The Contractor agrees to comply with any amendments to these laws effective during

the term of the Agreement. The Contractor further agrees to include similar provisions in all subcontracts for services allowed in connection with this contract.

6.3 Drug Free Workplace Policy. The Contractor certifies that as a condition of the Agreement, neither the Contractor nor the employees of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The Agency reserves the right to request a copy of the Contractor's Drug Free Workplace policy. The Contractor further agrees to insert a provision similar to this statement in all sub-contracts for services required under this Agreement.

6.4 This Agreement shall be governed by the laws of the State of Nebraska. The Contractor agrees to comply with all applicable Federal, State, and local rules, regulations, and laws.

6.5 Contract Agreement Solicitation Statement. As per requirements of Sections 81-1716 through 81-1719, Revised Statutes of Nebraska, 1943, the Contractor warrants that he or she has not employed or retained any company or person , other than bonafide employees working for him or her, to solicit or secure this Agreement and that he or she has not paid, or agreed to pay, any person, company, corporation, individual, or firm, other than a bonafide employee working solely for him or her, and fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award for the making of this Agreement.

ARTICLE 7 - TERMINATION OR SUSPENSION

7.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause, or for insufficient appropriation or allocation of funds.

7.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, or for insufficient appropriation or allocation of funds, the Contractor shall:

.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or as the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

7.3 In case of such termination for the Owner's convenience, or for insufficient appropriation or allocation of funds, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred as a direct result of such termination. HOWEVER, IN NO CASE shall the Contractor receive payment for any Work not executed, and the Contractor shall NOT receive payment for overhead and profit on the Work not executed.

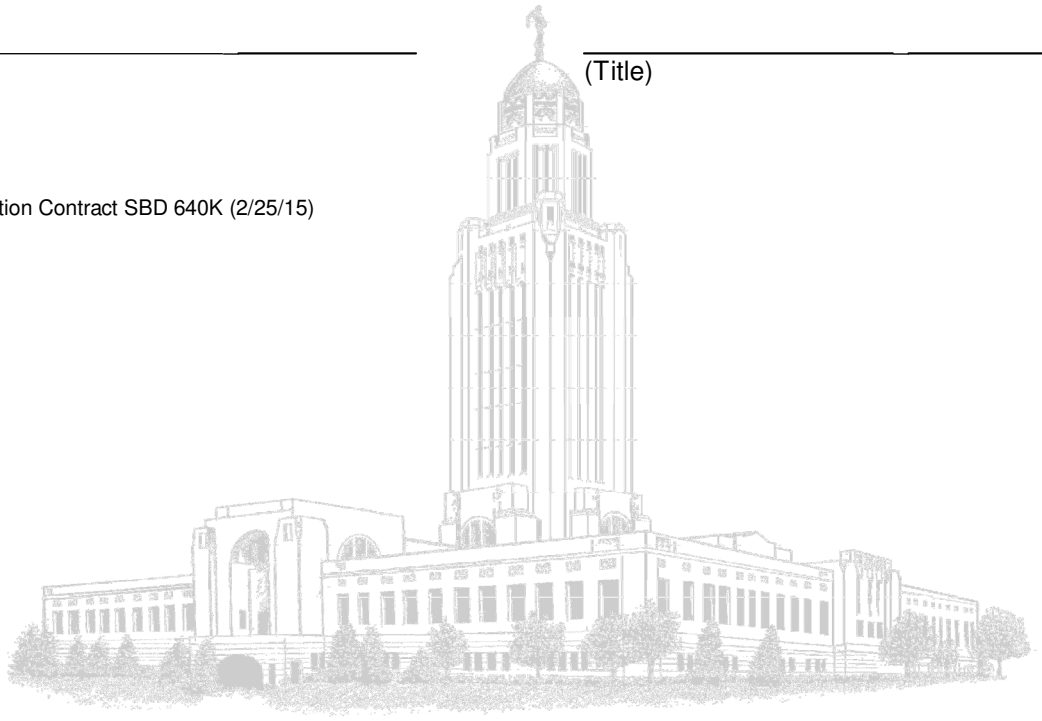
7.4 Termination of the Contract for Breach of Contract shall be as described by pages through of the "General Conditions" in the Project Manual.

EXECUTION OF CONTRACT

This Agreement is entered into as of the date on Page 1. It is executed in three original copies for the Owner, the Contractor, and the Consultant.

OWNER (Signature)	CONTRACTOR (Signature)
(Printed name)	(Printed name)
(Title)	(Title)

Construction Contract SBD 640K (2/25/15)



Appendix C
Construction Proposal and Agreement

Submitted to: (Agency Name)		Submitted by:	
Street		Street	
City, State and Zip		City, State and Zip	
Contact:		Contact:	
Phone	Email	Phone	Email
Project Name		Project Location	
Consultant		Date of Plans	Date of Quote

We hereby submit a quotation for the above described project as follows:

Note: In accordance with LB249, Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements. Social security numbers and federal tax identification numbers will be redacted prior to any required disclosure.

We propose to furnish material and labor, complete in accordance with the above plans and/or specifications, for the sum of :

Dollars $

❑ **NEBRASKA CONTRACTOR AFFIDAVIT:**
Bidder hereby attests that bidder is a Nebraska contractor. "Nebraska contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six months immediately preceding the posting date of this RFP.

Payment Terms: Payment will be made by the AS/SBD in conjunction with the State of Nebraska Prompt Payment Act Neb. Rev. Stat. §81-2401 through 2408. The State may request payment be made electronically instead of by State warrant.

General Conditions: This agreement shall be governed by the terms and conditions contained in the AS/SBD General Conditions of the Contract for Small Projects, included with this Construction Agreement Proposal as pages (2 of 5) through (5 of 5).	Authorized Signature _____ **Contractor** Note: This proposal may be withdrawn if not accepted within 45 days of Date of Quote, above.
Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are accepted. The Contractor is authorized to do the work as specified.	Authorized Signature _____ (Name) Date of Acceptance _____

Administrative Services State Building Division
General Conditions of the Contract for Small Projects

1. Definitions

1.1 "Approved" or "As Selected" means approval or selection by Consultant or Architect/Engineer.
1.2 "Architect/Engineer" is the Architect or Engineer of Owner. He or she may act personally or by and through such assistants as may be duly authorized to act for the Architect or Engineer; however, in this Contract where the term Architect or Engineer is used, it shall be understood as referring to the Architect or Engineer appointed by the Owner and not to an assistant.
1.3 "Consultant" is the consulting architect or engineer that the Owner may have employed to perform professional services required for the planning and construction of the Project.
1.4 "Plans" or "Drawings" are used synonymously in this Contract.
1.5 "Subcontractor" includes any person, firm, partnership or corporation having a direct contract with Contractor to supply labor, materials or both for Work of the Contractor, but does not include those who merely furnish materials not fabricated to a special design according to the Plans and specifications of this Work.
1.6 "Surety" includes any person, firm, partnership or corporation that has executed, as Surety, the Contractor's performance bond securing the performance of the Contract.
1.7 "Work" or "Work of the Contractor" includes labor or materials or both, equipment, transportation, and other facilities necessary to complete the Contract.

2. Contract Documents. The Contract Documents consist of the accepted Proposal, Conditions of the Contract (Supplementary and other Conditions), Drawings, Specification, Addenda issues prior to the Proposal Acceptance, and other documents listed in this Agreement and Modifications issued after execution of this Agreement. These Documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. 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 Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

2.1 The Agreement is this executed Department of Administrative Services Standard Form Contraction Agreement between Owner and Contract.

3. Work of this Contract. Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

4. Reserved.

5. Notice. Where in any of the Contract Documents there is any provision with respect to the giving of notice, such notice shall be deemed to have been given; as to the Owner, when written notice shall be delivered to the Administrator of the Owner, or shall have been placed in the United States Mail, first class postage prepaid, addressed to the Administrator of the Owner; as to the Contractor, when written notice shall be delivered to the representative of the Contractor named in this Agreement or by mailing such written notice in the United States Mail, first class postage prepaid, addressed to the Contractor at the place stated as the address in this Agreement; as to the Surety on the performance bond, when a written notice is placed in the United States Mail, first class postage prepaid, addressed to the Surety at a home office of such Surety or to its agent or agents who executed such performance bond on behalf of such surety.

6. Termination or Suspension.

6.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause, or for insufficient appropriation or allocation of funds.
6.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience or insufficient appropriation or allocation of funds, Contractor shall:
6.2.1 cease operations as directed by Owner in the notice;
6.2.2 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
6.3 In case of such termination for the Owner's convenience, or for insufficient appropriation or allocation of funds, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred as a direct result of such termination. However, in no case shall Contractor receive payment for any Work not executed, and Contractor shall not receive payment for overhead and profit on the Work not executed.

7. Authority of Consultant or Architect/Engineer
The AS/SBD may for professional service required for certain projects employ consulting architects or engineers -- in these documents referred to as the Consultant. The AS/SBD on certain other projects may direct that the professional services be performed by the staff of the AS/SBD under the direction of the Architect/Engineer. It will clearly be stated in the Proposal Formt whether professional services are being performed by a Consultant or the Architect/Engineer.

The Consultant or Architect/Engineer has prepared the plans and specifications and shall make written interpretations of them. He or she shall approve all samples of material which are specified to be submitted for approval, approve the use of any equipment offered in lieu of that mentioned in the specifications and shall check and approve all shop drawings and details. He or she shall make periodic inspections of the project work and shall decide the quality of the work and material incorporated therein. He or she shall decide all questions which may arise as to the fulfillment of the Contract by the Contractor.

8. Contractor's Superintendent
During the course of the work on the site, the Contractor shall employ a competent superintendent and any necessary assistants, all satisfactory to the Consultant or the Architect/Engineer. The Superintendent shall not be changed except with the consent of the Consultant or the Architect/Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and ceased to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given by him shall be as binding as if given by the Contractor. Important decisions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

9. Plans and Specifications – Correlation
The work shall be executed in strict conformity with the plans and specifications.
Plans, drawings, and specifications are cooperative and supplementary. Portions of the work which can best be illustrated by the plans and drawings may not be included in the specifications and portions of the work best described by the specifications may not be depicted on the plans or drawings. All items necessary to construct or erect a complete improvement, project, building or structure shall be furnished whether called for in the specifications or shown on the plans and drawings. Special conditions shall take priority over General Conditions: Detailed Specifications shall take priority over General Specifications and large scale drawings shall take priority over small scale drawings. In case of disagreement between the plans, drawings and specifications, or within any document itself, the better quality or quantity of work shall be estimated and the matter drawn to the attention of the Consultant or Architect/Engineer for decision.

10. Shop Drawings
All work on which shop drawings are required must be in strict accordance with such drawings when approved and no work for which shop drawings are required is to be started until after the approval of said drawings. Each shop drawing shall be submitted to the Consultant or Architect/Engineer in the quantity specified by the Consultant or Architect/Engineer. Sufficient quantity shall be submitted to provide three sets of all approved submittals to the Owner.

All shop drawings must be checked and completed in every respect, numbered consecutively, have the name of the project printed thereon, and each lot must be submitted accompanied by a letter of transmission referring to the number of drawings and the name of project for identification and especially drawing the Consultant's or Architect/Engineer's attention to any modification of plans and specifications that may have been made.

The Contractor shall make any corrections required by the Consultant or Engineer and resubmit corrected sets to him for approval in the same quantity as the initial submittal.

After the shop drawings have been approved, any portion of shop drawings which modify the plans shall be rejected as soon as such modification is discovered unless said modification has been specifically pointed out to the Consultant or Architect/Engineer as stipulated above and specific approval secured. The approval of such shop drawings will be only general in character and shall in no way relieve the Contractor from any responsibility for the accuracy of the shop drawings or from proper fitting and construction of the work, or from the necessity of furnishing all materials and workmanship required by the drawings and specifications which may not be indicated on shop drawings when approved.

11. Materials – Tests and Standards
Samples of materials selected by the Consultant or Architect/Engineer to be tested must be furnished by the Contractor. Tests will be made at no cost to the Contractor. Where not otherwise specified, all materials shall meet the A.S.T.M. Standard or tentative specifications for that material. The Contractor, when requested, shall furnish a sample of all material which shall be kept on the job as basis for comparison of material incorporated in the Work.

12. Obsolete Equipment
It is important that the AS/SBD be protected as much as possible against the discontinuance of the make of equipment to be purchased, and that repair parts, and services of expert factory representatives, be made available if desired. Under these conditions the Contractor shall not furnish equipment not currently in production.

13. Patents
The Contractor and his Surety shall hold harmless the AS/SBD, its officers, agents, and employees from liability of any nature or kind including costs and expenses, for or on account of any patented invention, articles or appliances manufactured or used in the performance of this Contract unless otherwise specifically stipulated in this Contract.

14. Other Contracts
The AS/SBD may award contracts for additional work and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under the other contracts as may be directed by the Consultant or Architect/Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

15. Assignment of Contract
The Contractor shall not assign this Contract or any part hereof without the written consent of the AS/SBD. No assignment of this Contract shall be valid unless it contains a provision that the funds to be paid to the Assignee under the Assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

16. Subcontracting
The Contractor shall be fully responsible to the AS/SBD for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them. The Contractor shall be responsible for assigning, coordinating, and achieving completion of all subcontracted work to satisfy all requirements of the Contract Documents in a timely and proper manner. All subcontracted work shall be subject to all requirements of the Contract Documents except those legal contractual duties for which only the Contractor has exclusive responsibility as specifically assigned by the Contract Documents. Nothing contained in the Contract shall create any Contractual relation between any subcontractor and the AS/SBD. The attention of the Contractor and subcontractors are called to the Contract Documents which are part of this Contract. The Contractor must notify the AS/SBD of each subcontract he intends to award, giving:

Name and address of subcontractor Branch of work concerned Total price of subcontract

17. Contractor's Insurance
The Contractor shall not commence work under this Contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the Owner nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Owner (or Contractor). Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(a) WORKER'S COMPENSATION INSURANCE
The Contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(b) PUBLIC LIABILITY INSURANCE AND AUTOMOBILE INSURANCE
The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

(c) INSURANCE-BUILDER'S RISK

Unless otherwise provided, the Contractor shall purchase and maintain Builder's Risk Insurance for the entire value of the project and work site, from a company or companies lawful authorized and licensed to do business in the jurisdiction in which the Project is located. This insurance shall be written on an "all-risk" policy form and shall include interests of the Owner, the Contractor, and Sub-contractors in the Work, and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. A loss insured under Contractor's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insured, as their interests may appear.

(d) INSURANCE COVERAGE AMOUNTS REQUIRED

1) Workers' Compensation and Employer's Liability		
	State	Statutory
	Applicable Federal	Statutory
	Employer's Liability	$100,000 per Accident
2) Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations, Broad Form Property Damage):		
	Bodily Injury	$1,000,000 Each Occurrence
		$2,000,000 Aggregate
	Property Damage	$1,000,000 Each Occurrence
		$2,000,000 Annual Aggregate
3) Contractual Liability		
	Bodily Injury	$1,000,000 Each Occurrence
	Property Damage	$1,000,000 Each Occurrence
		$2,000,000 Aggregate
4) Personal Injury		
	With Employment Exclusion deleted	$1,000,000 Aggregate
5) Comprehensive Automobile Liability (including owned, non-owned, and hired vehicles)		
	Bodily Injury	$1,000,000 Each Person
		$1,000,000 Each Occurrence
	Property Damage	$1,000,000 Each Occurrence
6) Umbrella Excess Liability		
	Over primary insurance	$1,000,000
7)	Property Insurance (Builders Risk)	100% of work completed values.

18. Evidence of Coverage
The Contractor shall furnish the Owner with documentary evidence of insurance coverage which shall be in the form of signed certificates submitted in duplicate. These certificates shall include the name of the company, serial number of the policy, effective dates, dates of expiration and amounts and types of coverage afforded.

The State of Nebraska shall be named additional insured on all policies applicable to the project and following clauses and endorsements must be added to the certificates for the respective types of insurance. If the clause or endorsement is placed on the reverse side of such certificate, it should be followed by the signature of the official of the company who signs the certificate. All certificates must contain the following two clauses of endorsement:

"The insurance contract referred to herein provides complete coverage within the limits stated for the type of insurance mentioned covering all the insured's operations in connection with the insured's contract on the _____ (Project Name)."

"Said insurance contract also provides that it cannot be canceled by the insurer in less than ten days after the insured has been given written notice of such cancellation."

19. Protection of Persons and Property
The Contractor shall take all reasonable and proper precautions to protect persons and property from injury or damage resulting from his or her operation under this Contract. The requirements of the Nebraska Safety Codes adopted by the Nebraska State Department of Labor shall be applicable.

The Contractor shall protect all existing buildings, roadways, landscaping, and utilities against damage or interruption of services. It shall be the responsibility of the Contractor to correct health or safety hazards and repair property damage that results from their work. Such corrections shall be performed to restore conditions to at least the quality that existed at the time of commencement of this Work.

20. Prosecution of the Work and Completion Date
The work embraced in this Contract shall be started on the earliest possible date after the signing of contracts by both parties, and shall be carried on regularly and uninterruptedly thereafter, with such forces and by such means as will insure final completion of the entire Contract on or before the completion date set in the documents. The time of beginning, rate of progress and time of completion are essential conditions of the Contract.

The Contractor expressly agrees that in undertaking to complete the work within the Contract period fixed in the Contract Documents, he has taken into consideration and made allowances for all delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen, or otherwise.

Should the Contractor be delayed in the prosecution and completion of the work by a cause beyond his control, he shall have no claim or right of action for damages from the Owner for any such cause or delay unless the cause or delay is the result of active interference by the Owner. The Contractor will in such case be granted an extension of time specified for completion of the work as the Owner may award in writing on account of such delay; provided however, that claim for extension of time is made by the Contractor to the Owner, through the Consultant or Architect/Engineer, in writing, within two weeks from the time when such alleged cause for delay occurred. The Owner reserves the right to withhold granting of any time extensions until the stipulated Contract period is about to expire.

The Owner, at his discretion, may waive the above requirements and grant extensions of time for any reasons he deems valid. Time extensions will not be granted for rain, wind, flood, or other natural phenomenon of normal intensity (what is normal intensity for a flood or wind or rain?) for the locality where the work is performed.

An extension of the Contract period may be granted by the Owner for any of the following reasons:

(a) Additional work resulting from modification of the plan for the project.
(b) Delays caused by the Owner.
(c) Other reasons beyond the control of the Contractor which in the Owners' judgement would justify such extension.

No extension of the Contract period will be allowed for variation between contract quantities and actual quantities which cannot be predetermined and which amount to less than twenty-five percent (25%) of the contract quantities.

21. Reserved

22. Use of Job Site
The Contractor shall confine his or her equipment, apparatus, the storage of materials, and operations of his or her workers to limits indicated by law, ordinance, permits, or directions of the AS/SBD and shall not unnecessarily encumber the premises with his materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Consultant's or Architect/Engineer's instructions regarding signs, advertisement, fires, and smoke.

23. Labor
All labor shall be performed in best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such quality as will produce only first class results.

Mechanics whose work is unsatisfactory to the Consultant or Architect/Engineer, or are considered to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice to the Contractor from the Consultant or Architect/Engineer.

Contractors and subcontractors employed upon the work shall be required to conform to the labor laws of the State of Nebraska, and the various acts amendatory and supplementary thereto; and to all other laws, ordinances, and legal requirements applicable thereto.

24. Inspection
The AS/SBD, through its authorized representatives and agents, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and any data and records.

The Architect/Engineer shall, at all times, have access to the work and the premises used by the Contractor and to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that such materials are being made strictly in accordance with the plans and specifications.

25. Defective Work or Material
Work or material not in accordance with the Plans and Specifications, or in any way defective shall be removed at once on order of the Consultant or Architect/Engineer. The Contractor shall replace or rebuild at Contractor's own expense with satisfactory material and in a workmanlike manner any work so removed and shall reimburse the AS/SBD or any expense that it is put to by reason of extra work, and shall reimburse any other contractor who may incur expense caused by removal of the defective work.

26. Termination for Breach
In event that any of the provisions of this Contract are violated by the Contractor or any of his subcontractors, the AS/SBD may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any such termination, the AS/SBD shall immediately serve notice thereof upon the Surety and the Contractor. The Owner may take over the work and prosecute the same to completion of Contract for the account and at the expense of the Contractor. The Contractor and his Surety shall be liable to the AS/SBD for any excess cost occasioned the AS/SBD thereby and in such event the AS/SBD may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Neither the Owner nor any member or employee thereof shall be in any way liable or accountable to the Contractor or his surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid therefore.

27. Reserved.

28. Payment
So long as the work herein contracted for is carried out in accordance with the provisions of the Contract, the Contractor may, on or before the 25th day of each month, make an appropriate estimate of the value of the work performed during the month and the materials suitably stored on the work site, and shall prepare an Application And Certification For Payment and the Continuation Sheet and submit them to the Consultant. After such Application And Certification For Payment is approved by the Consultant or Architect/Engineer, the AS/SBD will pay to the Contractor in State warrants and in accordance with the payment provisions in the contract, ninety percent (90%) of the amount thereof. The AS/SBD may at any time reserve and retain payment. However, prior to final payment, the total paid to the Contractor shall not exceed ninety percent (90%) of the estimated value of the work performed and materials stored at the site.

The Contractor shall pay:

(1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(2) for all articles, tools, and other expendable equipment for at least 90% of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered to and properly stored at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in which such materials, tools, and equipment are incorporated or used; and

(3) to each of his subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each such subcontractor's interest therein.

29. Extra, Additional, or Omitted Work – Payment For
The AS/SBD shall have the right, at any time and without notice to the Sureties, to alter and modify the Plans and Specifications, thus making specific changes in the construction, details, or execution of the work. All changes in plans and specifications will be made by the AS/SBD in writing. The Contractor shall make such alterations as may thus be ordered by the AS/SBD and in case these changes increase or decrease the amount of work to be done under this Contract, equitable amounts in price and time will be added to or deducted from the Contract price and Contract time. The amount of such increase or decrease to be agreed upon between the Owner and the Contractor before the changes are made.

When directed in writing by the Consultant or Architect/Engineer and with approval of the AS/SBD, the Contractor shall furnish all material and labor not otherwise provided for by the terms of this Contract, but which may be connected with or necessary to the proper completion of the Work. Such material and labor shall be furnished and completed as part of this Contract and subject to its provisions. The payment for any such work shall be determined by agreement between the Owner and the Contractor before the extra work is commenced, either on the basis of the unit price, or a lump sum price, or on a limited cost-plus basis not to exceed the specified limit.

The payment for extra, additional or omitted work to be performed by the contractor or subcontractors using their own forces shall be as follows: for all labor and foreman in direct charge of the specific operations, including liability and workers' compensation, the Contractor shall receive the wage rate agreed upon in writing before starting such work, for each hour that said labor, teams

and foreman are actually engaged in such work, to which shall be added an amount for profit and overhead combined equal to 10% of the sum thereof. The wages of any foreman or time keeper who is employed partly on "cost-plus" work and partly on other work, shall be prorated between the two classes of work according to the number of employees employed on each class of work as shown by the payroll.

For all materials being permanently incorporated or installed into the Work, the Contractor shall receive the actual cost of such material delivered to the Work, including freight and handling charges as shown by original receipted bills, to which cost shall be added a sum equal to an amount of 10% thereof for profit and overhead combined as agreed to in advance by the Owner.

If it is necessary for the Contractor to rent equipment in the performance of such work, he will be allowed the actual rental price paid, if reasonable, for the actual time that such equipment is in use on the work and to which sum 10% shall be added for profit and overhead combined.

For contractors and subcontractors, prices submitted by their respective subcontractors for labor, materials, rentals, overhead and profit may be marked up a maximum of 5%.

No claims for extra work will be allowed unless accompanied by a written change order from the Consultant or Architect/Engineer and approved by the AS/SBD authorizing such extra work and defining the agreed basis of payment.

The Contractor shall, immediately after completing extra work, file with the Architect/Engineer, in writing, all claims for extra work performed. If the Contractor shall fail to make such claims within 30 days, Contractor's right to extra pay for such work shall be deemed to have been waived and forfeited and he or she shall not be entitled to any payment on account of such extra work.

30. Contractor's Payments for Labor and Materials
The Contractor shall pay for all labor and materials used or furnished in the performance of this Contract. Before final payment, the Contractor must certify that all bills for labor and materials have been paid. In event he is requested and fails to furnish satisfactory evidence, the AS/SBD may withhold any payments until it is satisfied that all such claims have been paid.

31. Owner's Right to Withhold Payment and Make Application Thereof
In addition to the payment to be retained by the AS/SBD under the preceding provisions of these General Conditions, the AS/SBD may withhold a sufficient amount of any payment otherwise due to the Contractor to cover:

(a) payments that may be earned or due for just claims for labor or materials furnished in and about the performance of the work on the project under this Contract;

(b) for defective work not remedied, and for damage to existing conditions or new work not remedied; and

(c) for failure of the Contractor to make proper payments to his subcontractor.

The AS/SBD shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The AS/SBD will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

32. Clean Up
On or before the completion of the work, the Contractor shall clean all parts of the Work under his Contract. He or she shall remove all rubbish and all his materials, tools, and equipment from the construction site, leaving the site in a condition as good or better than that existing at commencement of the Work.

The Contractor shall from time to time clean up and remove from the project rubbish and debris resulting from his work, and shall at completion of the Work remove all construction materials and equipment, leaving the project and site clean.

33. Final Inspection
When the work has been substantially completed, the Contractor shall notify the Consultant or Architect/Engineer, in writing, that the work is ready for final inspection and testing on a definite date and time as stated in such notice. The notice shall be given at least ten (10) days in advance of said date.

After the final inspection has been completed, the Consultant or Architect/Engineer shall present to the Contractor and the AS/SBD a report ("punch list") listing all deficiencies found in the inspection of the Contractor's work which are to be corrected. The Contractor shall immediately make the required corrections to remove the deficiencies reported by the Consultant or Architect/Engineer. When the deficiencies have been removed, the Contractor shall request in writing a reinspection of the work by the Consultant or Architect/Engineer.

34. Final Payment
As soon as practical after completion and acceptance of the Work, the Consultant or Architect/Engineer shall prepare a final payment statement showing the final payment due. After approval by the Contractor and the AS/SBD, the final payment shall be processed in accordance with the payment provisions in the contract.

35. Guarantee of Work
(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the date of final completion of the Contract.

(b) If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which, in the opinion of the Consultant or Architect/Engineer are rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner:

(1) Place in satisfactory condition all of such guaranteed work, correct all defects therein, and
(2) Make good all damages to the building or project work, or equipment or contents thereof, which, in the opinion of the Consultant or Architect/Engineer is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
(3) Make good any work or materials, or the equipment and contents of said building or project work disturbed in fulfilling any such guarantee.

(c) In any case where fulfilling the requirements of the Contract, and guarantees, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Consultant or Architect/Engineer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly (a number of days to perform is preferable to "promptly") to comply with the terms of the guarantee, the Owner may have defects corrected and the Contractor and his Surety shall be liable for all expenses incurred.

(e) All special guarantees applicable to definite parts of the work that may be required by the Contract Documents shall be subject to the terms of this paragraph.

36. Unemployment Compensation Fund
The Contractor shall make payments to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of Section 48-601 to 48-669, Revised Reissue Statute of Nebraska, on wages paid to individuals employed in the performance of this Contract as required by Section 48-657, Revise Reissued Statute of Nebraska.

Under the requirements of Section 48-657, Revised Reissue Statute of Nebraska, the AS/SBD cannot make payment to the Contractor on the final three percent (3%) of the Contract without first receiving from the Contractor a written clearance from the Commissioner of Labor certifying that all payments then due for contributions or interest which may have arisen under such Contract have been made by the Contractor, or his subcontractors, to the Unemployment Compensation Fund.

37. Preconstruction Conference
A preconstruction conference shall be scheduled before starting construction, no later than 15 days after the date of the Agreement. It shall be held at the project site, or other convenient location. The meeting shall review responsibilities and personnel assignments of the Owner, Contractor, and the Consultant.

Authorized representatives of the Owner, Contractor, and the Consultant shall attend the preconstruction conference, as will the Contractor's superintendent, major subcontractors, manufacturers, suppliers, and other parties integral to the completion of the Work. All participants shall be familiar with the project and authorized to make decisions for the entities they represent.

The preconstruction conference will include discussion of items necessary for project progress and successful completion, such as: construction scheduling; critical work sequencing; designation of responsible personnel; procedures for processing field decisions and change orders; procedures for processing Applications for Payment; distribution of Contract Documents; submission of Shop Drawings and product data a samples; preparation of record documents; use of the premises; parking availability; office, work, and storage areas; equipment deliveries and priorities; safety and first aid procedures; security; housekeeping; working hours; and other matters deemed important by the Owner.

38. Miscellaneous Provisions.
38.1 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

38.2 The State of Nebraska, its officers and employees shall be held harmless from claims arising from the actions or omissions of Contractor, its sub-contractors, agents or employees. Contractor agrees to indemnify the State for any such claims.

38.3 Contractor affirms that it complies with and will continue to comply with the Nebraska Fair Employment Practice Act and Title VI of the Civil Rights Act of 1964, as amended. Contractor affirms that no person (including employees or applicants for employment) shall, on the grounds of age, creed, sex, physical handicap, race or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Contract or in any other project, program or activity supported by this Contract. The Contractor agrees that in performance of this Contract neither he nor his subcontractors will discriminate against any of their employees or applicants for employment concerning the employees' or applicants' hire, tenure, terms, conditions or privileges of employment based on the employees' or applicant's race, color, religion, sex, marital status, age, disability, or national origin. Contractor agrees to comply with all applicable provisions of the Federal Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, Section 5043 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the Nebraska Fair Employment Act, as amended. Contractor agrees to comply with amendments to these laws effective during the term of the agreement. Contractor further agrees to include similar provisions in all subcontractors for services allowed in connection with this Contract.

38.4 Contractor certifies that as a conditions of the Agreement, neither the Contractor nor the employees of the Contract shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The Department of Administrative Services reserves the right to request a copy of the Contractor's Drug Free Work Place policy at any time. Contractor further agrees to insert a provision similar to this statement in all sub-contracts for services required under this Agreement.

38.5 This Agreement shall be governed by the laws of the State of Nebraska. Contractor agrees to comply with all applicable Federal, State and local rules, regulations, ordinances, and laws.

38.6 As per requirements of Neb. Rev. Stat. §§ 81-1716 through 81-1719, Contractor warrants that he or she has not employed or retained any company or person, other than bona fide employees working for Contractor, to solicit or secure this Agreement and that he or she has not paid, or agreed to pay, any person, company, corporation, partnership, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award for the making of this Agreement.

38.7 The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

38.9 If awarded this contract, bidder hereby grants permission to the State of Nebraska and/or its Agencies to reprint or republish any and all copyrighted documents related to this response to Request for Proposal and any and all figures, illustrations, photographs, charts, and other supplementary material online pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply any and all proprietary information properly submitted in a separate sealed package that is

clearly marked “Proprietary.”

38.10 Bidder represents and warrants that the content of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Bidder represents and warrants that he/she has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or it’s agencies the right granted herein.

38.11 Bidder agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Bidder’s violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

38.12 Per Nebraska’s Transparency in Government Procurement Act, DAS is required to collect Statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

END OF CONTRACT

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. DEFINITIONS

The "AS/State Building Division," sometimes referred to as the Owner or Department, and the "Contractor" is named as such in the Contract.

The "AS/State Building Division" is the Department of Administrative Services, State Building Division of the State of Nebraska.

The "Architect/Engineer" is the Architect/Engineer of the AS/State Building Division. He may act personally or by and through such assistants as may be duly authorized to act for him; but whenever in these conditions the word "Architect/Engineer" is used, it shall be understood as referring to the Architect/Engineer appointed by the AS/State Building Division and not to any assistant.

The "Consultant" is the consulting architect or engineer that the Department may have employed to perform professional services required for the planning and construction of this project.

The term "the work" or "Work of the Contractor" includes labor or materials or both, equipment, transportation, and other facilities necessary to complete the Contract.

The term "Subcontractor" as employed herein, includes any person, firm or corporation having a direct contract with the Contractor to supply labor or materials or both for work of the Contractor, but does not include those who merely furnish material or materials not fabricated to a special design according to the plans and specifications of this work.

The term "Surety" includes any person, firm or corporation that has executed, as surety, the Contractor's performance bond securing the performance of the Contract.

The words "Plans" and "Drawings" are used synonymously in this Contract.

Wherever the word "Approved", "Approval", "As selected", appear in the specifications, it shall mean approval or selection by the Consultant or Engineer.

2. DEFINITION OF NOTICE

Where in any of the Contract Documents there is any provision with respect to the giving of notice, such notice shall be deemed to have been given; as to the AS/State Building Division, when written notice shall be delivered to the Administrator of the AS/State Building Division, or shall have been placed in the United States Mail, first class postage prepaid, addressed to the Administrator of the AS/State Building Division, as to the Contractor, when written notice shall be delivered to the chief representative of the Contractor at the site of the project or by mailing such written notice in the United States Mail, first class postage prepaid, addressed to the Contractor at the place stated as the address of his permanent place of business in the Proposal Form; as to the Surety on the performance bond, when a written notice is placed in the United States Mail, first class postage prepaid, addressed to the Surety at a home office of such Surety or to its agent or agents who executed such performance bond on behalf of such surety.

3. AUTHORITY OF THE CONSULTANT OR ARCHITECT/ENGINEER

The AS/State Building Division may for professional service required for certain projects employ consulting architects or engineers -- in these documents referred to as the Consultant. The AS/State Building Division on certain other projects may direct that the professional services be performed by the staff of the AS/State Building Division under the direction of the Architect/Engineer. It will clearly be stated in the Advertisement for Bids, Special Conditions, and Contract, whether professional services are being performed by a Consultant or the Architect/Engineer.

Plans and Specifications. The Consultant or Architect/Engineer, working to serve the interests of the Owner, has prepared the plans and specifications and shall make written interpretations of them. He or she shall approve all samples of material which are specified to be submitted for approval, approve the use of any equipment offered in lieu of that mentioned in the specifications and shall check and approve all shop drawings and details. He or she shall make periodic inspections of the project work and shall decide the quality of the work and material incorporated therein. He or she shall decide all questions which may arise as to the fulfillment of the Contract by the Contractor. Decisions by the Consultant or Architect/Engineer with regard to plans and specifications, work and materials, and contract questions, shall be made after consultation with the Owner.

4. CONTRACTOR'S SUPERINTENDENT

During the course of the work on the site, the Contractor shall employ a competent superintendent and any necessary assistants, all satisfactory to the Consultant or the Architect/Engineer. The Superintendent shall not be changed except with the consent of the Consultant or the Architect/Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and ceased to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given by him shall be as binding as if given by the Contractor. All decisions by the Superintendent shall be confirmed in writing to the Contractor. Other directions by the Superintendent shall be so confirmed on written request in each case.

5. PLANS AND SPECIFICATIONS -- CORRELATION

The work shall be executed in strict conformity with the plans and specifications.

Plans, drawings, and specifications are cooperative and supplementary. Portions of the work which can best be illustrated by the plans and drawings may not be included in the specifications and portions of the work best described by the specifications may not be depicted on the plans or drawings. All items necessary to construct or

erect a complete improvement, project, building or structure shall be furnished whether called for in the specifications or shown on the plans and drawings. Special conditions shall take priority over General Conditions: Detailed Specifications shall take priority over General Specifications and large scale drawings shall take priority over small scale drawings. In case of disagreement between the plans, drawings and specifications, or within any document itself, the better quality or quantity of work shall be estimated and the matter drawn to the attention of the Consultant or Architect/Engineer for decision.

6. SHOP DRAWINGS

All work on which shop drawings are required must be in strict accordance with such drawings when approved and no work for which shop drawings are required is to be started until after the approval of said drawings. Each shop drawing shall be submitted to the Consultant or Architect/Engineer in the quantity specified by the Consultant or Architect/Engineer. Sufficient quantity shall be submitted to provide three sets of all approved submittals to the Owner.

All shop drawings must be checked and completed in every respect, numbered consecutively, have the name of the project printed thereon, and each lot must be submitted accompanied by a letter of transmission referring to the number of drawings and the name of project for identification and especially drawing the Consultant's or Architect/Engineer's attention to any modification of plans and specifications that may have been made.

The Contractor shall make any corrections required by the Consultant or Engineer and resubmit corrected sets to him for approval in the same quantity as the initial submittal.

After the shop drawings have been approved, any portion of shop drawings which modify the plans shall be rejected as soon as such modification is discovered unless said modification has been specifically pointed out to the Consultant or Architect/Engineer as stipulated above and specific approval secured. The approval of such shop drawings will be only general in character and shall in no way relieve the Contractor from any responsibility for the accuracy of the shop drawings or from proper fitting and construction of the work, or from the necessity of furnishing all materials and workmanship required by the drawings and specifications which may not be indicated on shop drawings when approved.

7. MATERIALS -- TESTS AND STANDARDS

Samples of materials selected by the Consultant or Architect/Engineer to be tested must be furnished by the Contractor. Tests will be made at no cost to the Contractor. Where not otherwise specified, all materials shall meet the American Standards for Testing of Materials (A.S.T.M.) Standard or tentative specifications for that material. The Contractor, when requested, shall furnish a sample of all material which shall be kept on the job as basis for comparison of material incorporated in the Work.

8. OBSOLETE EQUIPMENT

It is important that the AS/State Building Division be protected as much as possible against the discontinuance of the make of equipment to be purchased, and that repair parts, and services of expert factory representatives, be

made available if desired. Under these conditions the Contractor shall not furnish equipment not currently in production.

9. PATENTS

The Contractor and his Surety shall hold harmless the AS/State Building Division, its officers, agents, and employees from liability of any nature or kind including costs and expenses, for or on account of any patented invention, articles or appliances manufactured or used in the performance of this Contract unless otherwise specifically stipulated in this Contract.

10. OTHER CONTRACTS

The AS/State Building Division may award contracts for additional work and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under the other contracts as may be directed by the Consultant or Architect/Engineer. If the Contractor commits or permits any act which interferes with the performance of work by any other contractor, this shall be grounds for termination of the contract.

11. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part hereof without the written consent of the AS/State Building Division. No assignment of this Contract shall be valid unless it contains a provision that the funds to be paid to the Assignee under the Assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

12. SUBCONTRACTING

The Contractor shall be fully responsible to the AS/State Building Division for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them. The Contractor shall be responsible for assigning, coordinating, and achieving completion of all subcontracted work to satisfy all requirements of the Contract Documents in a timely and proper manner. All subcontracted work shall be subject to all requirements of the Contract Documents except those legal contractual duties for which only the Contractor has exclusive responsibility as specifically assigned by the Contract Documents. Nothing contained in the Contract shall create any Contractual relation between any subcontractor and the AS/State Building Division. The attention of the Contractor and subcontractors are called to the Contract Documents which are part of this Contract. The Contractor must notify the AS/State Building Division of each subcontract he intends to award, giving:

Name and address of subcontractor

Branch of work concerned

Total price of subcontract

No part of this Contract shall be sublet without prior approval of the AS/State Building Division.

13. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the Owner nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Owner (or Contractor). Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

(a) WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the Owner. The amounts of such insurance shall not be less than the limits stated hereinafter.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverages. The policy shall include the Owner, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the Owner shall be considered excess and non-contributory.
The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

(c) INSURANCE-BUILDER'S RISK

Unless otherwise provided, the Contractor shall purchase and maintain Builder's Risk Insurance for the entire value of the project and work site, from a company or companies lawfully authorized and licensed to do business in the jurisdiction in which the Project is located. This insurance shall be written to cover all risks of direct physical loss, and shall include interests of the Owner, the Contractor, and Sub-contractors in the Work. A loss insured under this insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insured, as their interests may appear.

(d) INSURANCE COVERAGE AMOUNTS REQUIRED

.1 Workers' Compensation and Employer's Liability

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employ

.2 Commercial General Liability

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

.3 Commercial Automobile Liability

Bodily Injury/Property Damage	$1,000,000 combined single limit

.4 Umbrella/Excess Liability

Over primary insurance	$1,000,000 per occurrence

.5 Builder's Risk — 100% of work completed values.

14. EVIDENCE OF COVERAGE

The Contractor shall furnish the Owner with a certificate of insurance coverage, which shall be submitted in duplicate to the Department of Administrative Services, Risk Management Division, 301 Centennial Mall South, Lincoln, NE 68509. These certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage

afforded. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.
The following clauses or endorsements must be added to the certificates for the required types of insurance. If the clause or endorsement is placed on the reverse side of such certificate, the signature of the official of the company who signs the certificate should follow it. All certificates must contain the following two clauses or endorsements:

"The insurance contract referred to herein provides complete coverage within the limits stated for the types of insurance mentioned covering all the insured's operations in connection with the insured's contract on the _____ (Project Name)."

"Said insurance contract also provides that it cannot be canceled by the insurer in less than thirty days after the insured has been given written notice of such cancellation."

15. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall take all reasonable and proper precautions to protect persons and property from injury or damage resulting from its operation under this Contract. The requirements of the Nebraska Safety Codes adopted by the Nebraska State Department of Labor shall be applicable.

The Contractor shall protect all existing buildings, roadways, landscaping, and utilities against damage or interruption of services. It shall be the responsibility of the Contractor to correct health or safety hazards and

repair property damage that results from their work. Such corrections shall be performed to restore conditions to at least the quality that existed at the time of commencement of this Work.

16. PROSECUTION OF THE WORK AND COMPLETION DATE

The work embraced in this Contract shall be started on the earliest possible date after the signing of contracts by both parties, and shall be carried on regularly and uninterruptedly thereafter, with such forces and by such means as will insure final completion of the entire Contract on or before the completion date set in the documents. The time of beginning, rate of progress and time of completion are essential conditions of the Contract.

The Contractor expressly agrees that in undertaking to complete the work within the Contract period fixed in the Contract Documents, he has taken into consideration and made allowances for all delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen, or otherwise.

Should the Contractor be delayed in the prosecution and completion of the work by a cause beyond his control, he shall have no claim or right of action for damages from the Owner for any such cause or delay. The Contractor may in such case be granted an extension of time specified for completion of the work as the Owner may award in writing on account of such delay; provided however, that claim for extension of time is made by the Contractor to the Owner, through the Consultant or Architect/Engineer, in writing, within two weeks from the time when such alleged cause for delay occurred. The Owner reserves the right to withhold granting of any time extensions until the stipulated Contract period is about to expire.

The Owner, at his discretion, may waive the above requirements and grant extensions of time for any reasons he deems valid. Time extensions will not be considered for weather delays unless the Contractor provides documentation of the days and hours his or her forces could not be on the job site due to the weather.

An extension of the Contract period may be granted by the Owner for any of the following reasons:

(a) Additional work resulting from modification of the plan for the project.
(b) Delays caused by the Owner.
(c) Other reasons beyond the control of the Contractor which in the Owners' judgment would justify such extension.

No extension of the Contract period will be allowed for variation between contract quantities and actual quantities which cannot be predetermined and which amount to less than twenty-five percent (25%) of the contract quantities.

17. SURVEY STAKES AND LEVELS

The Contractor, unless otherwise specified, will stake out the project work and shall furnish and maintain the batter boards, level, etc.

The Contractor must carefully preserve bench marks and reference points established by the Consultant or Architect/Engineer; in case of their destruction, the Contractor will replace them and be responsible for any mistakes that may be caused by their loss or disturbance.

18. USE OF JOB SITE

The Contractor shall confine his or her equipment, apparatus, the storage of materials, and operations of his or her workers to limits indicated by law, ordinance, permits, or directions of the AS/State Building Division and shall not unnecessarily encumber the premises with his materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Consultant's or Architect/Engineer's instructions regarding signs, advertisement, fires, and smoke.

19. LABOR

All labor shall be performed in best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such quality as will produce only first class results.

Mechanics whose work is unsatisfactory to the Consultant or Architect/Engineer, or are considered to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice to the Contractor from the Consultant or Architect/Engineer.

Contractors and subcontractors employed upon the work shall be required to conform to the labor laws of the State of Nebraska, and the various acts amendatory and supplementary thereto; and to all other laws, ordinances, and legal requirements applicable thereto.

20. INSPECTION

The AS/State Building Division, through its authorized representatives and agents, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and any data and records.

The Architect/Engineer shall, at all times, have access to the work and the premises used by the Contractor and to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that such materials are being made strictly in accordance with the plans and specifications.

21. DEFECTIVE WORK OR MATERIAL

Work or material not in accordance with the Plans and Specifications, or in any way defective shall be removed at once on order of the Consultant or Architect/Engineer. The Contractor shall replace or rebuild at Contractor's own expense with satisfactory material and in a professional manner any work so removed and shall reimburse the AS/State Building Division or any expense that it is put to by reason of extra work, and shall reimburse any other contractor who may incur expense caused by removal of the defective work.

22. TERMINATION FOR BREACH

In event that any of the provisions of this Contract are violated by the Contractor or any of his subcontractors, the AS/State Building Division may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of

any such termination, the AS/State Building Division shall immediately serve notice thereof upon the Surety and the Contractor. The Owner may take over the work and prosecute the same to completion of Contract for the account and at the expense of the Contractor. The Contractor and his Surety shall be liable to the AS/State Building Division for any excess cost occasioned the AS/State Building Division thereby and in such event the AS/State Building Division may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Neither the Owner nor any member or employee thereof shall be in any way liable or accountable to the Contractor or his surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid therefore.

23. CONSTRUCTION REPORTS -- PAYMENT ESTIMATES

The Contractor shall submit to the Owner a schedule of values and quantities of materials and of other related items. The schedule(s) shall be in a form that correlates to the estimates upon which they are based, or as the Owner may require.

The Contractor shall submit to the Owner the following records on forms to be supplied by the Contractor (Notice - AIA Document forms shall be the latest edition):

(a) AIA Document G702, Application and Certification for Payment
(b) AIA Document G703, Continuation Sheet (Schedule of Values)

24. PAYMENT

So long as the work herein contracted for is carried out in accordance with the provisions of the Contract, the Contractor will, on or before the 25th day of each month, make an appropriate estimate of the value of the work performed during the month and the materials suitably stored on the work site, and shall prepare an Application And Certification For Payment and the Continuation Sheet and submit them to the Consultant. Within seven days after receipt of such Application And Certification For Payment it shall be approved either in whole or in part by the Consultant or Architect/Engineer, or disapproved. If disapproved, the Pay Application shall be corrected by the Contractor. Once a payment is approved, then the AS/State Building Division will pay to the Contractor in State warrants, and in accordance with the payment provisions in the Agreement and these General Conditions, the amount approved, which shall be ninety percent (90%) of completed work and stored materials. The AS/State Building Division may at any time reserve and retain payment as authorized in Provision #27 of these General Conditions. However, prior to final payment, the total paid to the Contractor shall not exceed ninety percent (90%) of the estimated value of the work performed and materials stored at the site.

The Contractor shall pay:

(1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(2) for all articles, tools, and other expendable equipment for at least 90% of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered to and properly stored at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in which such materials, tools, and equipment are incorporated or used; and

(3) to each of his subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each such subcontractor's interest therein.

25. EXTRA, ADDITIONAL OR OMITTED WORK -- PAYMENT FOR

The AS/State Building Division shall have the right at any time and without notice to the Sureties, to alter and modify the Plans and Specifications, thus making specific changes in the construction, details, or execution of the work. All changes in plans and specifications will be made by the AS/State Building Division in writing. The Contractor shall make such alterations as may thus be ordered by the AS/State Building Division and in case these changes increase or decrease the amount of work to be done under this Contract, equitable amounts in price and time will be added to or deducted from the Contract price and Contract time. The amount of such increase or decrease shall be agreed upon between the Owner and the Contractor BEFORE the changes are made.

When directed in writing by the Consultant or Architect/Engineer and with approval of the AS/State Building Division, the Contractor shall furnish all material and labor not otherwise provided for by the terms of this Contract, but which may be connected with or necessary to the proper completion of the Work. Such material and labor shall be furnished and completed as part of this Contract and subject to its provisions. The payment for any such work shall be determined by agreement between the Owner and the Contractor before the extra work is commenced, either on the basis of the unit price, or a lump sum price, or on a limited cost-plus basis not to exceed the specified limit.

The payment for extra, additional or omitted work to be performed by the contractor or subcontractors using their own forces shall be as follows: for all labor and foreman in direct charge of the specific operations, including liability and workers' compensation, the Contractor shall receive the wage rate agreed upon in writing before starting such work, for each hour that said labor, teams and foreman are actually engaged in such work, to which shall be added an amount for profit and overhead combined equal to 10% of the sum thereof. The wages of any foreman or time keeper who is employed partly on "cost-plus" work and partly on other work, shall be prorated between the two classes of work according to the number of employees employed on each class of work as shown by the payroll.

For all materials being permanently incorporated or installed into the Work, the Contractor shall receive the actual cost of such material delivered to the Work, including freight and handling charges as shown by

original receipted bills, to which cost shall be added a sum equal to an amount of 10% thereof for profit and overhead combined as agreed to in advance by the Owner.

If it is necessary for the Contractor to rent equipment in the performance of such work, he will be allowed the actual rental price paid, if reasonable, for the actual time that such equipment is in use on the work and to which sum 10% shall be added for profit and overhead combined.

For contractors and subcontractors, prices submitted by their respective subcontractors for labor, materials, rentals, overhead and profit may be marked up a maximum of 5%.

No claims for extra work will be allowed unless accompanied by a written Change Order from the Consultant or Architect/Engineer and approved by the AS/State Building Division authorizing such extra work and defining the agreed basis of payment. Change Orders shall be documented on AIA Form G701 prepared by the Consultant or Architect/Engineer.

The Contractor shall, immediately after completing extra work, file with the Architect/Engineer, in writing, all claims for extra work performed. If the Contractor fails to make such claims within 30 days, Contractor's right to extra pay for such work shall be deemed to have been waived and forfeited and he or she shall not be entitled to any payment on account of such extra work.

26. CONTRACTOR'S PAYMENTS FOR LABOR AND MATERIALS

The Contractor shall pay for all labor and materials used or furnished in the performance of this Contract. Before final payment, the Contractor must certify that all bills for labor and materials have been paid. In event he is requested and fails to furnish satisfactory evidence, the AS/State Building Division may withhold any payments until it is satisfied that all such claims have been paid.

27. OWNER'S RIGHT TO WITHHOLD PAYMENT AND MAKE APPLICATION THEREOF

In addition to the payment to be retained by the AS/State Building Division under the preceding provisions of these General Conditions, the AS/State Building Division may withhold a sufficient amount of any payment otherwise due to the Contractor to cover:

(a) payments that may be earned or due for just claims for labor or materials furnished in and about the performance of the work on the project under this Contract;

(b) for defective work not remedied, and for damage to existing conditions or new work not remedied; and

(c) for failure of the Contractor to make proper payments to his subcontractor.

The AS/State Building Division shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The AS/State Building Division will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

28. CLEAN UP

On or before the completion of the work, the Contractor shall clean all parts of the Work under his Contract. He or she shall remove all rubbish and all his materials, tools, and equipment from the construction site, leaving the site in a condition as good or better than that existing at commencement of the Work.

The Contractor shall from time to time clean up and remove from the project rubbish and debris resulting from his work, and shall at completion of the Work remove all construction materials and equipment, leaving the project and site clean.

29. FINAL INSPECTION

When the work has been substantially completed, the Contractor shall notify the Consultant or Architect/Engineer, in writing, that the work is ready for final inspection and testing on a definite date and time as stated in such notice. The notice shall be given at least ten (10) days in advance of said date.

After the final inspection has been completed, the Consultant or Architect/Engineer shall present to the Contractor and the AS/State Building Division a report ("punch list") listing all deficiencies found in the inspection of the Contractor's work which are to be corrected. The Contractor shall immediately make the required corrections to remove the deficiencies reported by the Consultant or Architect/Engineer. When the deficiencies have been removed, the Contractor shall request in writing a re-inspection of the work by the Consultant or Architect/Engineer.

30. FINAL PAYMENT

As soon as practical after completion and acceptance of the Work, the Contractor shall prepare a final payment statement showing the final payment due. After approval by the Contractor, the Consultant or Architect/Engineer and the AS/State Building Division, the final payment shall be processed in accordance with the payment provisions of the Agreement and the General Conditions.

31. GUARANTEE OF WORK

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the date of final completion of the Contract.

(b) If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which, in the opinion of the Consultant or Architect/Engineer are rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner:

(1) Place in satisfactory condition all of such guaranteed work, correct all defects therein, and

(2) Make good all damages to the building or project work, or equipment or contents thereof, which, in the opinion of the Consultant or Architect/Engineer is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and

(3) Make good any work or materials, or the equipment and contents of said building or project work disturbed in fulfilling any such guarantee.

(c) In any case where fulfilling the requirements of the Contract, and guarantees, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Consultant or Architect/Engineer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, 30 days after notice, fails to comply with the terms of the guarantee, the Owner may have defects corrected and the Contractor and Contractor's Surety shall be liable for all expenses incurred.

(e) All special guarantees applicable to definite parts of the work that may be required by the Contract Documents shall be subject to the terms of Provision #31(a) through (e) during the first year of the life of such guarantee.

32. UNEMPLOYMENT COMPENSATION FUND

The Contractor shall make payments to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of Section 48-601 to 48-669, Revised Reissue Statute of Nebraska, on wages paid to individuals employed in the performance of this Contract as required by Section 48-657, Revise Reissued Statute of Nebraska.

Under the requirements of Section 48-657, Revised Reissue Statute of Nebraska, the AS/State Building Division cannot make payment to the Contractor on the final three percent (3%) of the Contract without first receiving from the Contractor a written clearance from the Commissioner of Labor certifying that all payments then due for contributions or interest which may have arisen under such Contract have been made by the Contractor, or his subcontractors, to the Unemployment Compensation Fund.

33. PRECONSTRUCTION CONFERENCE

A preconstruction conference shall be scheduled before starting construction, no later than 15 days after the date of the Agreement. It shall be held at the project site, or other convenient location. The meeting shall review responsibilities and personnel assignments of the Owner, Contractor, and the Consultant.

Authorized representatives of the Owner, Contractor, and the Consultant shall attend the preconstruction conference, as will the Contractor's superintendent, major subcontractors, manufacturers, suppliers, and other parties integral to the completion of the Work. All participants shall be familiar with the project and authorized to make decisions for the entities they represent.

The preconstruction conference will include discussion of items necessary for project progress and successful completion, such as: construction scheduling; critical work sequencing; designation of responsible personnel; procedures for processing field decisions and change orders; procedures for processing Applications for Payment; distribution of Contract Documents; submission of Shop Drawings and product data a samples; preparation of record documents; use of the premises; parking availability; office, work, and storage areas; equipment deliveries and priorities; safety and first aid procedures; security; housekeeping; working hours; and other matters deemed important by the Owner.

34. WORK ELIGIBILITY STATUS OF EMPLOYEES

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

35. REPRINT OR REPUBLISH

If awarded this contract, bidder hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to this response to Request for Proposal and any and all figures, illustrations, photographs, charts, and other supplementary material online pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply any and all proprietary information properly submitted in a separate sealed package that is clearly marked "Proprietary."

36. WARRANTS THE CONTENT

Bidder represents and warrants that the content of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Bidder represents and warrants that he/she has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

37. INDEMNIFY, DEFEND AND HOLD HARMLESS

Bidder agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Bidder's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

END OF GENERAL CONDITIONS

Appendix E

STATE OF NEBRASKA
AGENCY

Construction Contract Change Order

Project:

Contractor:

Change Order Number:
Date:
Project Number:
Contract Date:
Contract For:

Description of change is as follows:

The original Contract Sum was $
Net change from previously authorized Change Orders $
The total contract sum prior to this Change Order was $
The Contract Sum will be (increased) (decreased) by this
Change Order in the amount of $
The new Contract Sum including this Change Order is $
The Contract Time will be (increased) (decreased) by ( ) days.

Architect	Contractor	Owner
Address	Address	Address
By	By	By
Date	Date	Date

File

AIA Document G702™ – 1992

Sample

Application and Certificate for Payment

TO OWNER:

PROJECT: Sample forms

APPLICATION NO: 001
PERIOD TO:
CONTRACT FOR: General Construction
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

FROM
CONTRACTOR:

VIA
ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 0.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 0.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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User Notes: (3885068486)

Appendix G

State of Nebraska
Agency Code Numbers

Code	Agency Name
03	Legislative Council
05	Supreme Court
07	Governor
08	Lieutenant Governor
09	Secretary of State
10	Auditor of Public Accounts
11	Attorney General
12	State Treasurer
13	Department of Education
14	Public Service Commission
15	Board of Pardons and Board of Paroles
16	Department of Revenue
17	Department of Aeronautics
18	Department of Agriculture
19	Department of Banking and Finance
22	Department of Insurance
23	Department of Labor
24	Department of Motor Vehicles
25	Health and Human Services
28	Department of Veterans' Affairs
29	Department of Natural Resources
30	State Electrical Board
31	Military Department
32	Board of Educational Lands and Funds
33	Game and Parks Commission
34	Nebraska Library Commission
35	Nebraska Liquor Control Commission
36	State Racing Commission
37	Nebraska Workers' Compensation Court
40	Nebraska Motor Vehicle Industry Licensing Board
41	Real Estate Commission
45	Board of Barber Examiners
46	Department of Correctional Services
47	Nebraska Educational Television Commission
48	Coordinating Commission for Post-Secondary Education
50	Nebraska State College System
51	University of Nebraska
52	State Board of Agriculture
53	Real Property Appraiser Board
54	Nebraska State Historical Society
56	Nebraska Wheat Board

57	Oil and Gas Conservation Commission
58	Board of Engineers and Architects
59	Board of Geologists
60	Nebraska Ethanol Board
61	Dairy Industry Development Board
62	Board of Examiners for Land Surveyors
63	State Board of Public Accountancy
64	Nebraska State Patrol
65	Department of Administrative Services
66	Abstracters Board of Examiners
67	Equal Opportunity Commission
68	Commission on Latino Americans
69	Nebraska Arts Council
70	Foster Care Review Office
71	State Energy Office
72	Department of Economic Development
73	State Board of Landscape Architects
74	Power Review Board
75	Nebraska Investment Council
76	Nebraska Commission on Indian Affairs
77	Commission of Industrial Relations
78	Nebraska Commission on Law Enforcement and Criminal Justice
81	Commission for the Blind and Visually Impaired
82	Commission for the Deaf and Hard of Hearing
83	Aid to Community College Areas
84	Department of Environmental Quality
85	Public Employees Retirement Board
86	Dry Bean Commission
87	Nebraska Accountability and Disclosure Commission
88	Nebraska Corn Development, Utilization and Marketing Board
91	Nebraska Tourism Commission
92	Nebraska Grain Sorghum Development, Utilization and Marketing Board
93	Tax Equalization and Review Commission
94	Commission on Public Advocacy

Appendix H

Nebraska Arts Council
One Percent for Art Regulations

Purpose – 001

The Legislature recognizes the responsibility of the state to foster culture and the arts and its interest in the viable development of its artists. The Legislature declares it to be the policy of this state that a portion of all appropriations made after January 1, 1979, for capital expenditures be set aside for the acquisition of art works to be used in public buildings. (Neb. Rev. Stat. Section 82-317)

Definitions – 002

002.01 – Project Any new construction of a public building or facility including a series of buildings (or addition to existing buildings) in excess of five hundred thousand dollars ($500,000), or remodeling or renovation of a public building in excess of two hundred and fifty thousand dollars ($250,000).

002.02 – 1% for Art This is a required minimum amount of an appropriation to be used for the acquisition of works of art. An agency may expend more than this amount for the art work in any project under this law.

002.03 – Public Buildings State buildings and facilities used by or open to the public as guests or business invitees excluding repair shops, garages, warehouses, and buildings of a similar nature.

002.04 – Project Agency The state agency which has received an appropriation for a project.

002.05 – 1% for Art Committee A committee established for each project. The committee shall consist of the project architect, three representatives from the project agency, the Nebraska Arts Council Percent for Art Coordinator and two individuals selected by the Nebraska Arts Council.

Determinant of Amount Available for Art for the Project – 003

The formula for calculating the minimum amount to be used for art is as follows: Start with the actual total amount of money set by the Legislature for a public building, subtract $500,000 if the

amount is for new construction or $250,000 if the amount is for remodeling. From this figure, subtract the amount of money spent of planning, land acquisition and the site work, and multiply by one percent. The product of this calculation is to be used not only for the cost of the works of art, but also to provide for administration by the contracting agency, the architect, and the Nebraska Arts Council and for all costs of installation of the works of art.

Once a capital construction amount is set by the Legislature, the project agency will notify the Nebraska Arts Council. The Nebraska Arts Council will send the 1% for Art Budget Verification Form (Attachment A) to the project agency. The project agency will complete the form and send it to DAS Building Division for verification. Once DAS Building Division has confirmed the project figures, it will forward the form to the Nebraska Arts Council for approval of the 1% Art budget.

Selection Process – 004

The Nebraska Arts Council, in consultation with the 1% Art Committee, will be responsible for the "selection of, commissioning of artists for, reviewing of design, execution and placement of, and the acceptance of works of art for each project" (Neb. Rev. Stat. section 82-320).

004.01 – Determination of Suitable Art Form, Location, and Project Budget After the 1% for Art amount has been determined, the Nebraska Arts Council, in consultation with 1% for Art Committee, will then determine suitable art forms, locations, and a budget, taking into consideration the administrative costs of the project agency, the Nebraska Arts Council, and the architect.

004.02 – Artist Selection Criteria The following factors will be considered by the 1% for Art Committee when reviewing applications from individual artists: 1) quality of art work, 2) past exhibition record, and, when a work is to be commission, 3) previous commission experience (including evidence of successful and timely completion of past commissions) and 4) evidence that a commissioned work of art can be produced for the funds available and according to the project timeline.

004.03 – Eligibility of Artists Staff members of the Nebraska Arts Council are ineligible to submit proposals or to be selected for the 1% for Art project if the is valued at $2,000 or more in any one year unless the contract is awarded through a public process. Nebraska Arts Council members are ineligible to submit proposals, since, as state officers, they are barred from receiving any additional compensation from the state.

004.04 – Method of Selection After the budget and suitable art forms and locations have been determined, the Nebraska Arts Council, in consultation with the 1% for Art Committee, will select the artist(s) and/or work(s) of art. The artist(s) and/or work(s) of art must be selected though Open Competition (004.04A below) unless the conditions in 004.04B and 004.04C apply.

004.04A – Open Competition The project will be widely publicized by the Nebraska Arts Council through press releases to Nebraska and regional newspapers, announcements in the Nebraska Arts Council Newsletter, and special mailings to Nebraska college and university art departments, individuals and organizations on the Nebraska Arts Council's 1% for Art mailing list, and other organizations that might be interested in receiving information about the 1% for Art project. All announcements shall include a description of the project, the project site, the amount available for art work, artist eligibility requirements and where application forms can be obtained. A public notice with this same information will be published in a newspaper of general circulation thirty (30) days before the application deadline unless the funds available for purchasing a single piece of art work or for a single artist commission are less than $10,000. The committee may select the artist(s) and/or work(s) of art directly from the entries or it may elect to do one of the following: 1) invite a limited number of the applicants to submit proposals and slides of completed works as described in Limited Competition below, or 2) hold another open competition.

004.04B – Limited Competition When the 1% for Art is less than $10,000, or if the project timeline does not allow for the publication of a public notice 30 days prior to the artist application deadline, the 1% for Art Committee may elect to invite a limited number of artists to submit proposals and representative slides of completed works (in the case of a commission) or slides of completed works available for purchase (when an existing art work is to be purchased). When a work is to be commissioned, each artist entering the competition is paid a fee for the necessary time, materials, research, site visitation, travel, and production and delivery of sketches or maquettes. If, in the opinion of the committee, a satisfactory proposal is not made, the process may begin again, or another method of selection may be adopted (see 005 below).

004.04C – Direct Selection When the 1% for Art is less than $10,000, or if the project timeline does not allow for the publication of a public notice 30 days prior to the artist application deadline, the 1% for Art Committee may elect to select the artist or completed work without sponsoring a competition.

004.005 – Approval The Nebraska Arts Council, in consultation with the 1% for Art Committee, shall be responsible for approving the selection of the artist(s) and/or the work(s) of art for the project. (Neb. Rev. Stat. section 82-320.

Negotiation Process for Commissioned Works – 005

When a work is to be commissioned, the Nebraska Arts Council and the project agency will first meet with the selected artist to discuss the project. If no agreement can be reached, the artist may be requested to resubmit alternative examples of designs for the project to the 1% for Art Committee. If these designs do not meet with the approval of the 1% for Art Committee and/or if the artist is unable to meet the requirements of the project timeline, negotiations with the artist

will be terminated. Negotiations will then begin with the second most qualified artist out of the original group of applicants. If an agreement cannot be reached with the second most qualified artist, negotiations with the artist will be terminated and negotiations will begin with the third most qualified artist and so on. Should the Nebraska Arts Council fail to negotiate a satisfactory contract with any of the selected artists from the original group of applicants, the project may be referred to another round of selections or another method of selection may be used.

Responsibilities – 006

006.01 – The Nebraska Arts Council

006.01A – Will approve the budget for each project.

006.01B – Will have oversight responsibility for the "selection of, commissioning of artists for, reviewing of design, execution and placement of, and the acceptance of works of art for each project" (Nebr. Rev. Stat. section 82-320).

006.01C – Will provide the 1% for Art Budget Verification Farm (Attachment A) to the project agency. The Nebraska Arts Council will use the completed form to establish the 1% for Art project budget.

006.01D – Will appoint three members to the 1% for Art Committee for each project.

006.01E – Will serve as a liaison between the project agency and the artist(s) and will be available to assist the project agency in presenting the selections to governing boards.

006.01F – Shall inform the Director of Administrative Services the Neb. Rev. Stat. sections 82-317 to 82-329 have been complied with for each project subject to section 82-319 before a warrant is issued for payment.

006.01G – Shall notify both the project agency and the Director of Administrative Services in writing as to when payment should be to the artist(s).

006.01H – Will publicize the program, coordinate the open competitions, and provide standardized identification plaques and labels for the art work with the administrative funds it receives from each project.

006.01I – Shall maintain an inventory of all works of art purchased under this program and shall inspect each work of art once a year to determine its condition.

006.01J – Will recommend procedures for regular maintenance, preservation, and security and for the repair of any damaged work of art. These recommendations include:
1) Where possible the artist shall be consulted as to his/her recommendations with regard to all repairs and restorations which are made during the lifetime of the artist; 2) to the

extent practicable, and in accordance with accepted principles of professional conservation, the artist may be given the opportunity to accomplish said repairs and restorations; and 3) the project agency may, at its option, hire a professional conservator to repair any said damage.

006.02 – The Project Agency

006.02A – Is responsible for notifying the Nebraska Arts Council of any projects which are subject to this law.

006.02B – Is responsible for completing the 1% for Art Budget Verification Form (Attachment A) for each project.

006.02C – Appoints three representatives to the 1% for Art Committee for the project.

006.02D – Designates 10% of the total amount set aside for the 1% for Art project, up to a maximum of $1,500 on any single project, to be paid to the Nebraska Arts Council for administrative expenses.

006.02E – Establishes a separate program within the budget for each project. Expenditures for each 1% for Art project will be coded to the appropriate subprogram.

006.02F – Will enter into contract with the selected artist(s) for either the purchase of an existing work or the commissioning of a new work of art. The contract will include a payment schedule worked out with the artist(s).

006.02G – Will issue payment to the artist(s) when instructed to do so in writing by the Nebraska Arts Council.

006.02H – Is responsible for the permanent exhibition, maintenance, repair, and security of the work(s) of art.

006.02I – Plans a public dedication of the art work(s) to further the involvement of the entire community and to increase public awareness of the art work(s).

006.02J – Pays the architect for design services to be rendered in connection with the commissioning of the work(s) of art that become necessary after the contract with the architect has been completed.

006.03 – The Board of Regents of the University of Nebraska

006.03A – The Board of Regents of the University of Nebraska, in consultation with the Nebraska Arts Council, shall determine the amount of money to be made available for the purchase of art for each project under its supervision.

006.03A – The selection of, commissioning of artists for, reviewing of design, execution and placement of, and the acceptance of works of art for each project shall be the responsibility of the Board of Regents in consultation with the Nebraska Arts Council. Any recommendation given by the Nebraska Arts Council to the Board of Regents with respect to these projects will be based on the same construction or remodeling projects subject to Neb. Rev. Stat. section 82.319.

006.03 – The Board of Trustees of the Nebraska State Colleges

006.04A – The Boards of Trustees of the Nebraska State Colleges, in consultation with the Nebraska Arts Council, shall determine the amount of money to be made available to the purchase of art for each project under its supervision.

006.04B – The selection of, commissioning of artists for, reviewing of design, execution and placement of, and the acceptance of works of art for each project shall be the responsibility of the Board of Trustees in consultation with the Nebraska Arts Council. Any recommendation given by the Nebraska Arts Council to the Board of Trustees with respect to these projects will be based on the same standards used in selecting artists and art work for new construction or remodeling projects subject to Nebr. Rev. Stat. section 82-319.

Inclusions – 007

The following items will be covered by the artist's commission fee:

007.01 – The cost of the art work When the artist is commissioned to produce a new work, the following are to be covered by the fee paid to the artist:

007.01A – Artist's professional design fee and maquette.

007.01B – Labor of assistants, and materials required for production.

007.01C – Studio and operating costs of the artist, including rent, depreciation utilities, communications, insurance and other direct and indirect costs.

007.01D – Travel of the artist for site visitation and research.

007.01E – Transportation of the work to the site.

007.01F – Installation of the completed work.

007.01G – Sales tax when applicable.

007.02 – Waterworks and electrical and mechanical devices or equipment which are integral parts of the work of art.

007.03 – Frames, mats, or pedestals necessary for the proper presentation of the works of art. If a base is required as an integral part of the art work, the artist is responsible for the cost.

Exclusions – 008

1% for Art funds may not be expended for the following items, because they do not fall under the definition of "works of art." The project agency is responsible for these items.

008.01 – Reproductions by mechanical or other means of original works of art except limited editions – controlled by the artist – of original prints, cast sculpture, photographs, etc.

008.02 – Decorative, ornamental, functional or architectural elements which are designed by the project architect or consultants engaged by the architect for the project.

008.03 – Those elements generally considered to be components of a landscape architectural design: plant materials, pools, path benches, receptacles, fixtures, planters, etc.

008.04 – "Art objects" which are mass produced of standard design, such as playground equipment, fountains, or statuary object.

008.05 – Directional, or other functional elements, such as supergraphics, signage, color coding, maps, etc., except when produced by an artist selected by the Nebraska Arts Council in consultation with the 1% for Art Committee.

008.06 – Preparation of the site necessary for the art work. The project agency is responsible for the cost of a base which is not and integral part of the art work.

008.07 – Electrical, water, or mechanical service for activation of the work.

008.08 – Art exhibitions and educational activities.

008.09 – In connection with the works of art: lighting, registration, dedication, unveiling, insurance (when title passes from the artist to the project agency), publicity or publications, security and maintenance (preservation, conservation, restoration, repair).

Ownership – 009

All works of art acquired under the 1% for Art program become the property of the State of Nebraska. The artist shall retain no ownership, control, or authority of any kind over the work(s) of art or their future disposition. In the event the State makes a net profit through the sale of reproductions of the work of art, it may pay a portion of that profit to the artist.

Display – 010

All works of art acquired under this program must be displayed in areas open to the public.

Effective Date – 011

This rule shall take effect five days after it has been filed with the Secretary of State, as provided by the Administrative Procedures Act.

Annotation – 012

Neb. Const., Article III, Section 22; and Neb. Rev. Stat. sections 81-1712(1), 82-317 to 82-329, 85-106 to 85-106.03, 85-304 to 85-304.03 (Reissue 1987) and section 49-14.02 (Reissue 1988)

Form – 013

Refers to 1% for Art Budget Verification Form

1% FOR ART
BUDGET VERIFICATION FORM

Project Agency: _____

Construction Project Title: _____

1. Total set by Legislature for new construction or remodeling in the following legislative bills: $ _____

   _____

2. Deductibles:

   Standard
   ($500,000 New Construction or $250,000 Remodeling) $_____

   Planning_____ $_____

   Land Acquisition_____ $ 0_____

   Site Work_____ $ 0_____

   Total Deductibles $_____

3. Balance remaining to be used for calculating 1% for Art project budget. [Total amount set for the project (Line 1) minus deductibles (Line 2)] $_____

4. Project budget for acquisition of work(s) of art
   (Line 3 multiplied by .01 remaining appropriation) $_____

_____ _____
Project Agency Signature Date

_____ _____
DAS Building Division Signature Date

_____ _____
NAC 1% for Art Coordinator Signature Date

Appendix I

NEBRASKA
AdministrativeServices
309 Task Force
for Building Renewal

309 Task Force for Building Renewal

Handbook

Refer to this link for more current version:
http://das.nebraska.gov/309/309%20Task%20Force%20Handbook%20FINAL%203-14-14%20with%20bookmarks.pdf

Appendix J

A reminder to all agencies with capital construction appropriations

This note is simply a reminder of required submittals and approvals for all capital construction projects with a total project cost **in excess of the current threshold for capital construction projects** from any and all fund sources. Detailed instructions for each of the review steps, below, may be found in the Procedural Manual for Capital Construction Projects, located at the State Building Division (SBD) website at:

http://das.nebraska.gov/building/Construction%20Projects/Prodedural%20Manual,%20web%20version.pdf

A brief description of the required reviews and approvals is as follows:

1. SBD review and approval of the design consultant contract. This is unnecessary if the project fits within the parameters of the open-end consultant contract process and one of the contracted consultants is utilized.*
2. SBD review of the Program Statement (or Need Statement) with subsequent approval by the Governor. Often, Program Statements are submitted along with the agency Capital Construction Budget Request, but these documents are not approved until project funding has been approved. Upon receipt of funding, the agency must (re)submit the Program Statement for SBD review and the Governor's approval, prior to commencing with any design or construction.
3. SBD review of Design Development Documents. This is an informational process whereby the agency must submit preliminary plans and specifications for review and comment.
4. SBD review and approval of 95% complete Construction Documents. These must be reviewed and approved by both SBD and the Task Force for Building Renewal (for 309 eligible projects) prior to receipt of construction bids.
5. SBD review and approval of the Construction Contract including supporting information. The contract must be approved prior to the award of the project to the selected construction firm.*
6. As soon as expenditures of project funds begin, agencies are required to submit quarterly reports to SBD. Generally, the quarterly submittals include contract amounts along with any change orders executed during the period along with the project financial summary.
7. Any individual payments to contractors exceeding $100,000 must be submitted for SBD approval prior to payment processing. Note that this requirement is not currently addressed in the Procedural Manual, but is required under state law.
8. SBD review and approval of project close-out documentation prior to final payments to contractors and consultants.

A graphic representation of the capital construction review and approval process, including key

review and approval points, is shown on Page I-7 of the Procedural Manual.

- For 100% federally funded projects, only items #1 and #5 (Design Consultant Contract and Construction Contract) are required to be submitted for review.

APPENDIX K

DAS Capital Construction Quarterly Progress Report

Nebraska History Museum Renovation

Project Manager (Name)

Reporting Period: (Date)		A	B	C	D	E	F	G	H	NIS Business Units:
NIS Subsidiary	Description	Original Budget Amount	Revised Budget Amount	Total Contract Amount	Change Orders	Revised Contract Amount C + D	Actual Expenditure to Date	Amount Remaining In Contract E - F	Budget Variance B - E	Comments
10	Program Planning									
20	Professional Fees									
30	Construction									
40	Fixed Equipment									
50	Moveable Equipment									
60	Special or Technical Equipment									
70	Land Acquisition									
80	Artwork									
90	Other Costs- Moving, Printing, Submittal Exchange, Plan Review, etc									
100	Project Contingencies									
	Total (not including programming)									

Appendix L

Guidelines for Tree Removal/Replacement on State Lands

A. Intent

Since Nebraska has such a small percentage of tree cover and trees can provide so many benefits, the intent of these guidelines is to prevent needless and destructive removal of tree cover on State lands. Cutting of trees for management purposes is encouraged and these guidelines therefore are not intended to stop all tree removal on State-controlled land. Trees causing hazardous conditions or those required to be removed for emergency reasons to permit access, such as dam repair, power line repair, highway damage repair or to prevent the spread of insect and/or disease destructive epidemics are exempted. Volunteer weed trees resulting from wild growth in fences and drainage ditches are also exempted.

B. Definitions

1. State lands – lands owned, leased or controlled by the State of Nebraska.

2. Tree – a woody perennial with the potential to reaching a total height of 20 feet or greater.

3. Tree removal – cutting, bulldozing or any other mechanical or chemical method of removing or felling trees.

4. Minimum size – trees of 2” in diameter or 6” in circumference and larger, measuring 4.5’ above the ground, will be covered by these guidelines.

5. Minimum size area – area covered by a single tree.

C. Replanting

1. For each tree removed:

   a. Trees will be replanted on property controlled by that State agency according to the following table:

Deciduous Trees Caliper (inches)	Coniferous Trees Height (feet)	Minimum Number of Trees to Plant
2 to 4	5 to 10	1
4 to 8	10 to 20	2
8 to 12	20 to 30	4
12 to 20	30 and over	6
over 20		10

b. Tree Type

Deciduous Trees meeting the aforementioned definitions which are approved for removal shall be replaced with sufficient trees of minimum 2" caliper.

Coniferous trees approved for removal shall be replaced with sufficient coniferous trees of 5' minimum height.

c. Replacement of planted trees will be repeated until there is a 50 percent survival rate (of the original required number) at the end of five years.

d. No non-hazardous live trees are to be removed prior to approval. Dead or hazardous trees (based on condition, not location) will be exempt from these guidelines. Trees and shrubs removed by thinning or other approved management practice to improve tree growth or habitat conditions will be excluded from these replanting guidelines, provided such removal is covered in an approved management plan.

D. Management Plans

The preparation of a management plan is encouraged. These guidelines are designed to prevent unnecessary removal of trees, but not to restrict good management techniques.

E. Applicability

These guidelines shall apply to all agencies, boards and commissions which have the responsibility of managing State-owned real property with the following exceptions.

1. The Department of Roads shall be exempt from this policy as long as a current policy statement exists and is followed that addresses the unique concerns and requirements of highway rights-of-way.

2. Research and demonstration projects need only to have the approval of the agency head responsible and do not require approval of the Governor.

3. Historical and arboretum areas are exempted provided an acceptable master landscape plan has been developed.

F. Tree Removal/Replacement Review and Approval

1. State Building Division review

a. Information to be submitted by the agency shall include, but not be limited to the following:

(1) Project description. A brief description of the project and the reason for the tree removal.
(2) Site Plan. A scale drawing of the site showing all pertinent site features with the caliper and species of the trees planned for removal. This site plan shall be submitted prior to completion of preliminary architectural/engineering design documents.
(3) Replanting list. A list of replacement trees indicating quantity and species.
(4) Replanting plan. A scale drawing showing the location of all trees listed on replanting list. This plan must be submitted to the State Building Division within six months of the tree removal approval.

b. Items (1), (2) and (3) will be included in the State Building Division report recommendations. Item (4) will be included in the report if submitted with items (1) through (3); if not, item (4) will be attached to the original report when received.

2. Distribution of State Building Division's report and recommendations

a. Review by DAS Budget Division;

b. Review by DAS Director;

c. Review by Governor for approval or disapproval.

3. Report filed. Copies of the State Building Division's report and recommendations are filed with requesting agency along with a notice of how to proceed (approval/disapproval).

Appendix M

STATE COMPREHENSIVE CAPITAL FACILITIES PLANNING

GUIDELINES

Budget Instructions

For The Current Biennium

Applies to all agencies' capital construction requests

except the University of Nebraska and the State Colleges, since they are subject to the Coordinating Commission for Postsecondary Education Statewide Planning Process.

In accordance with Revised Statute 81-1108.41 the Department of Administrative Services/State Building Division is to develop a State Comprehensive Capital Facilities Plan for each biennium, utilizing a Committee appointed by the Governor. The Plan is to be submitted on November 15th of even years and is to include a prioritization of capital construction project requests submitted for the biennium. The Committee, made up of state agency personnel and citizens, develops the planning process, guidelines for implementation, and the project prioritization system to be used in evaluating the project requests. Details and instructions for this process are incorporated into the following Guidelines:

For the current version of the Budget Instructions, see Section III Capital Construction and Building Renewal Requests at this link:

http://budget.nebraska.gov/instructions.html

v1.4

APPENDIX N

Official Rules and Regulations Governing Procedures for Facility Construction Projects by the DAS State Building Division

These will be added after they have been officially filed with the Secretary of State's Office.

Appendix O

Energy Code Compliance per Nebraska Energy Code

Refer to this link for more current version:

https://www.energycodes.gov/sites/default/files/documents/90-1_iecc_comparison_final_12-16-2009.pdf

Appendix P

Procedure for Procurement of Contractual Services

Refer to this link for more current version:
http://das.nebraska.gov/building/Construction%20Projects/index.html