

GUIDELINES FOR NEBRASKA SUPPLEMENTAL GENERAL CONDITIONS TO AIA 2007 A201

Sec. 3.3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

Sec. 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for.....If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be ~~solely~~-responsible for any loss or damage arising from those Owner-required means, methods, techniques, sequences or procedures, unless Contractor is grossly negligent.

Sec. 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Sec. 3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains, burial markers, archeological sites or previously undelineated wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

SEC. 3.9 SUPERINTENDENT

Sec. 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the owner through the architect the name and qualifications of a proposed superintendent. The architect may reply within 14 days to the contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent, or (2) that the Architect requires additional time to review. If the owner or architect replies with reasonable objections the contractor shall take reasonable steps to provide a solution to the concerns expressed. Failure of the architect to reply within the 14day period shall constitute notice of no reasonable objection.

Sec. 3.9.3 The contractor ~~shall not~~ may employ a proposed superintendent to whom the owner or architect has made reasonable and timely objection if the contractor can address the objections in a reasonable manner. If the contractor cannot satisfy the concerns of the owner and architect, the contractor, at its sole discretion, may ask to be removed from the project with no penalty and all bonds or securities will be returned.

Sec. 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Sec. 3.10.2 The Contractor shall prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor ~~shall~~ may not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

Sec. 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Sec. 9.5.3 Delete in its entirety.

Sec. 10.3 HAZARDOUS MATERIALS

Sec. 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Unless required by the Contract Documents, the Contractor shall not be required to perform without its consent any Work relating to a hazardous material or substance, provided that such Contractor consent shall not be unreasonably withheld."