Board of Education Regular Meeting
Monday, January 10, 2022 6:30 PM

Virginia Moon Administrative Center
8545 Park Dr
Ralston, NE 68127-3621

Agenda

1. Call To Order
   Speaker(s): Board President
2. Pledge of Allegiance
   Speaker(s): Board President
   2.1. Roll Call - Excuse Board Members not in attendance
      Speaker(s): Board President
3. Board of Education Reorganization (Action)
   Speaker(s): Dr. Mark Adler
4. Public Comment Sign In Procedure
   4.1. Public Comment
5. Consent Agenda (Action)
   Speaker(s): Board President
6. Board Development and Communication
   6.1. Board Members' Update
7. Superintendent's Report
   Speaker(s): Superintendent
   7.1. Government Relations Update
      Speaker(s): Dr. Mark Adler
   7.2. Ralston High School Core System Integration Overview
      Speaker(s): Dr. Cecilia Wilken
   7.3. RPS Instructional Environment Overview
      Speaker(s): Dr. Mark Adler
   7.4. NASB Updates and Information
      Speaker(s): Mrs. Robin Richards
   7.5. Enrollment Update
      Speaker(s): Dr. Mark Adler
8. Standards Based School Improvement
   8.1. District Service Providers (Action)
      Speaker(s): Mr. Jason Buckingham
   8.2. Construction Manager at Risk Contract and Proposal Ranking (Action)
      Speaker(s): Dr. Mark Adler
   8.3. Construction Manager at Risk Contract Negotiation Guidance (Action)
      Speaker(s): Dr. Mark Adler
9. Policy Review
10. Executive Session Disclosure
    10.1. Executive Session (Action)
       Speaker(s): Dr. Mark Adler
11. Pre-Adjournment Information and Activities
    11.1. Announcements

11.2. Board of Education Supplemental Meeting Information
11.3. Future Board Calendar

12. Adjourn

2002
Organization of the Board

1. Membership, Term and Election

    1. The Board of Education shall be comprised of six members who will be elected at large.

    2. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

    1. President

        i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.

        ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

    2. Vice President

        i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.

        ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

    3. Secretary

        i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.

        ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

    4. Treasurer

        i. A treasurer from the board will be designated on a year-to-year basis.

        ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.

iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.

iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.

v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

    1. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

    2. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:

        i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.

        ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

        iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

4. Committees

    1. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and completion date for its work.

    2. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
        i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
        ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
        iii. Examine and ensure that the social studies curriculum used in the district is

aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;

iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;

v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;

vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;

vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:

1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or

2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or

3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and

viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

5. Vacancies

1. A vacancy on the board of education shall exist when any one of the following occurs:

i. A member submits his or her formal resignation from the board.

ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.

iv. Such other reasons as are set forth in Nebraska statutes.

2. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

3. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: July 22, 2019
Revised on:
Reviewed on: July 8, 2019

Board of Education Reorganization Worksheet

PRESIDENT

I nominate …… to serve as President of the Ralston Board of Education and ask that nominations cease.

I second the motion.

VICE PRESIDENT

I nominate……. to serve as Vice-President of the Ralston Board of Education and ask that nominations cease.

I second the motion.

SECRETARY

I nominate……. to serve as Secretary of the Ralston Board of Education and ask that nominations cease.

I second the motion.

TREASURER

I nominate……. to serve as Treasurer of the Ralston Board of Education and ask that nominations cease.

I second the motion.

2009
Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board may require members of the public desiring to address the board to identify themselves.

Adopted on: March 25, 2019
Revised on:
Reviewed on: March 25, 2019

Procedure: 2009

Ralston Board of Education
Public Comment Procedures

The Ralston Board of Education appreciates the public's right to provide public comment. It is the practice of the Ralston Board to listen to the public comment, without discussion between the public and the Board. Should you have a question or ask for follow-up from the Board, the Board President or Chair of the meeting will direct the Superintendent to address the requests and provide additional information to you as appropriate. We ask that you refrain from personal comments about individuals and the use of vulgar or inappropriate language in addressing the Board.

The following will help guide the Public Comment agenda item at Board Meetings and Public Hearings:

1. Persons speaking during Public Comment will be called forward individually by the Board President or Chair to the location identified for such purpose.
2. The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may only speak one time per topic and must limit comments to around three (3) minutes. In the event more than 10 individuals wish to address the board, the 30 minutes will be divided equally between the number of speakers. At the discretion of the Board President or Chair, speakers may be allotted additional time.
3. Each individual speaking to the Board will be required to identify himself or herself prior to giving public comment or when related business is on the agenda. A “Record of Appearance” card is provided for this purpose.
4. Persons wishing to appear will be heard in the order in which the Board President or Chair of the meeting determines appropriate.
5. In cases where more than one person wishes to speak on the same topic, their presentations to the Board may, at the discretion of the Board President or Chair, be grouped together by topic.
6. Persons speaking to the Board during public comment may make printed materials available to the Board but may not use any other form of media.

Procedure: 2009

Public Participation at Board Meetings Form

Ralston Board of Education
PUBLIC COMMENTS

The purpose of "Public Participation" is for the Board of Education to hear comments from the public. Since comments are not on the published agenda the Board will not discuss and/or answer questions during "Public Comments."

The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may only speak one time per topic and must limit comments to around three (3) minutes. In the event more than 10 individuals wish to address the board, the 30 minutes will be divided equally between the number of speakers. At the discretion of the Board President or Chair, speakers may be allotted additional time.

PLEASE PRINT

Name _____ Date_____

Address _____

City _____ State _____ Zip Code _____

Subject of Public Comment: _____

_____

_____

RALSTON PUBLIC SCHOOLS
FINANCIAL REPORT TO THE BOARD OF EDUCATION
POOLED CASH - BANK RECONCILIATION
December 31, 2021

	11/30/2021 Thru 12/31/2021	11/30/2020 Thru 12/31/2020
Book Balance - Beginning of month	$2,443,231.77	$1,791,072.93
Total Receipts	$2,345,181.75	$2,521,199.76
Monthly Disbursements	(3,616,077.87)	(3,508,357.57)
Reconciled Book Balance - End of Month	$1,172,335.65	$803,915.12
Building fund loan	$0.00	$0.00
Depreciation fund loan	$0.00	$0.00
Transfer to Depreciation	$0.00	$0.00
Actual Book Balance - End of Month	$1,172,335.65	$803,915.12
Bank Balance -Beginning of month	$2,525,672.83	$2,456,376.13
Deposits	$2,339,438.38	$2,535,804.96
Interest	182.28	467.10
Total Receipts	2,339,620.66	2,536,272.06
Total Warrants	(3,161,980.24)	(3,633,697.11)
Bank Balance - End of month	1,703,313.25	1,358,951.08
Outstanding deposits	12,831.15	1,777.70
Bank clearing error	1.98	
Less Outstanding Checks/Wires	(543,810.73)	(556,813.66)
Reconciled Bank Balance - End of month	$1,172,335.65	$803,915.12

December 2021 **Percent of Year Completed** **33.3%**

RECEIPTS

ACCOUNT	ANTICIPATED	M-T-D RECEIVED 2021-22	Y-T-D RECEIVED 2021-22	Y-T-D RECEIVED 2020-21	Year To Date %Received 2021-22	Year To Date %Received 2020-21
Local District Taxes	$20,497,849	$43,157.95	$2,558,157.38	$1,806,896	12.5%	10.0%
Pro-Rata Motor Vehicle Tax	$30,000	$0.00	$6,411.77	$5,146	21.4%	17.2%
Motor Vehicle Tax	$3,400,000	$185,223.49	$1,050,894.70	$1,037,322	30.9%	39.5%
Homestead Exemption Tax	$410,000	$0.00	$0.00	$0	0.0%	0.0%
Tuition from Individuals	$0	$0.00	$0.00	$0	0.0%	0.0%
Tuition (Other Dist)	$0	$0.00	$0.00	$0	0.0%	0.0%
Interest on Investments	$6,000	$182.28	$1,649.97	$3,348	27.5%	33.5%
Local License/Police Court	$35,000	$5,461.30	$12,652.56	$9,323	36.2%	23.3%
Other Local Revenue	$8,000	$0.00	$0.00	$0	0.0%	0.0%
County Fines & Licenses	$81,000	$6,861.45	$24,975.72	$22,953	30.8%	27.7%
State Aid	$9,787,636	$978,764.00	$2,936,292.00	$3,318,255	30.0%	27.0%
Spec Ed Programs	$2,100,000	$357,484.00	$381,061.00	$362,992	18.1%	17.3%
Special Ed Transportation	$165,000	$0.00	$0.00	$0	0.0%	0.0%
State Apportionment	$400,000	$0.00	$0.00	$0	0.0%	0.0%
Public Power Dist Sales Tax	$425,000	$0.00	$7.43	$7	0.0%	0.0%
Cash Reserve	$1,437,247	$0.00	$0.00	$0	0.0%	0.0%
TOTAL	$38,782,732	$1,577,134.47	$6,972,102.53	$6,566,242.64	18.7%	18.0%

DISBURSEMENTS

CATEGORY	BUDGET	M-T-D DISBURSED 2021-22	Y-T-D DISBURSED 2021-22	Y-T-D DISBURSED 2020-21	Year To Date % Disbursed 2021-22	Year To Date % Disbursed 2020-21
Instructional Services	$20,402,083	$1,561,610.17	$6,279,406.47	$6,031,824	30.8%	31.6%
Support Services						
Special Education	$5,503,587	$456,472.09	$1,741,285.03	$1,684,550	31.6%	29.8%
Pupil Services	$1,242,940	$110,749.51	$474,614.27	$402,745	38.2%	31.3%
Staff Services	$2,226,858	$165,154.84	$667,329.85	$641,223	30.0%	29.5%
General Administration	$1,051,381	$63,144.13	$282,199.05	$248,381	26.8%	24.4%
School Administration	$2,360,718	$228,932.36	$847,346.77	$813,151	35.9%	35.2%
Business	$772,746	$54,887.73	$189,766.85	$164,093	24.6%	21.5%
Operation of Plant	$3,059,010	$225,136.25	$1,020,572.35	$933,767	33.4%	30.6%
Maintenance of Plant	$933,170	$93,738.22	$333,878.82	$428,150	35.8%	45.7%
Pupil Transportation	$1,230,239	$98,801.03	$337,527.72	$343,717	27.4%	27.3%
TOTAL	$38,782,732	$3,058,626.33	$12,173,927.18	$11,691,601.38	31.4%	31.1%
REVENUE OVER EXPENSE	$0	($1,481,492)	($5,201,825)	($5,125,359)	-12.7%	-13.1%

Ralston Schools Building Fund
Dec-21

FUND NAME	BALANCE Nov	RECEIPTS Dec	DISBURSEMENTS Dec	BALANCE Dec
BUILDING FUND	$5,440.68	$70,001.54	(69,336.56)	$6,105.66
NSDLAF	$0.10	$43,634,395.04	-	$43,634,395.14
TOTAL	$5,440.78	$43,704,396.58	(69,336.56)	$43,640,500.80

RALSTON SCHOOLS BOND FUND
Dec-21

FUND NAME	BALANCE Nov	RECEIPTS Dec	DISBURSEMENTS Dec	BALANCE Dec
BOND FUND	$5,264,117.40	6,895.36	(2,958,787.50)	$2,312,225.26
INVESTED -US Treas Bills	-	-	-	$0.00
TOTAL	$5,264,117.40	$6,895.36	(2,958,787.50)	$2,312,225.26

LUNCH PROGRAM INCOME STATEMENT

	Dec-21		2021-22 YTD	
Revenues:				
Lunch program	$17,469.32		$63,863.77	
Federal funding	9,767.55		$790,005.86	
Catering income	3,786.55		$7,493.04	
Interest	6.45		$14.65	
Grants	0.00		$0.00	
Total Revenues		$31,029.87		$861,377.32
Expenses:				
Salaries	$60,306.51		$280,105.33	
Supplies	146,811.28		$379,533.84	
Repairs/Equip	0.00		$9,261.96	
Miscellaneous	3,612.75		$8,792.54	
Total Expenses		$210,730.54		$677,693.67
Net Income (Loss)		($179,700.67)		$183,683.65

Ralston Schools Quality Capital Purpose Undertaking Fund
Dec-21

FUND NAME	BALANCE Nov	RECEIPTS Dec	DISBURSEMENTS Dec	BALANCE Dec
QCPU FUND	$ 566,859.22	$ 453.06	$ -	$ 567,312.28
QCPUF BOND FUND	$ 1,578,331.23	$ -	$ (2,682,578.20)	############
TOTAL	$ 2,145,190.45	$ 453.06	$ (2,682,578.20)	$ (536,934.69)

Ralston Schools Depreciation Fund
Dec-21

FUND NAME	BALANCE Nov	RECEIPTS Dec	DISBURSEMENTS Dec	BALANCE Dec
Depreciation Fund	$ 2,852,447.73	$ 215.45	$ (70,000.00)	$ 2,782,663.18
TOTAL	$2,852,447.73	$215.45	($70,000.00)	$2,782,663.18

RALSTON SCHOOLS ELEMENTARY ACTIVITY FUNDS

31-Dec-21

FUND NAMES	BALANCE Nov	RECEIPTS Dec	DISBURSEMENTS Dec	BALANCE Dec
ACTIVITY FUND/BLUMFIELD	5,049.65	0.00	166.77	$4,882.88
ACTIVITY FUND/KAREN WESTERN	1,149.77	198.72	601.99	$746.50
ACTIVITY FUND/MEADOWS	12,903.41	0.00	3,992.00	$8,911.41
ACTIVITY FUND/MOCKINGBIRD	4,414.91	753.74	129.27	$5,039.38
ACTIVIITY FUND/SEYMOUR	7,221.49	0.00	407.17	$6,814.32
ACTIVITY FUND/WILDEWOOD	405.97	18.73	0.00	$424.70
ACTIVITY FUND/OFFICE	16,514.09	507.81	2,960.49	$14,061.41
ACTIVITYFUND/DEPRECIATION	8,017.37	0.00	0.00	$8,017.37
INSTRUMENT RENTAL	20.70	0.00	0.00	$20.70
ACTIVITY FUND/HILLCREST	326.85	0.00	0.00	$326.85
ACTIVITY FUND/Middle School	38,610.12	7,438.67	0.00	$46,048.79
ACTIVITY FUND/PARKING LOT	6,660.00	0.00	0.00	$6,660.00
HIGH SCHOOL STUDENT FEES	(430.16)	0.00	0.00	($430.16)
MS STUDENT FEES	50.00	0.00	0.00	$50.00
TOTAL	$100,914.17	$8,917.67	$8,257.69	$101,574.15

BANK BALANCE	$92,186.55
PLUS OUTSTANDING DEPOSITS	$10,556.02
LESS OUTSTANDING CHECKS	($1,168.42)
TOTAL	$101,574.15

RALSTON HIGH SCHOOL ACTIVITY FUND

31-Dec-21

FUND NAME'S	BALANCE Nov	RECEIPTS Dec	DISBURSEMENTS Dec	BALANCE Dec
HIGH SCHOOL	236,319.68	35,332.15	(17,812.47)	253,839.36
TOTAL	$236,319.68	35,332.15	(17,812.47)	$253,839.36

1ST STATE BANK BALANCE	$ 274,456.88
Outstanding Checks	$ (20,617.52)
TOTAL	$ 253,839.36

Ralston High School Activity Fu...
Balance Sheet Standard

As of December 31, 2021

	Dec 31, '21
ASSETS	
Current Assets	
Checking/Savings	
1000 - Athletic Admin	417.15
1001 - Athletics	59,066.78
1050 - Baseball	919.02
1140 - Wrestling	2,384.33
1500 - Cheer	-1,309.64
1520 - Homecoming	265.30
1530 - F.C. Athletes	30.12
1535 - Bratfest	0.00
1540 - Dance Team	-200.48
1560 - Activity Tickets	2,246.20
1571 - Boys Basketball	1,479.06
1572 - Cross Country	825.50
1575 - Football	6,253.02
1576 - Girls Basketball	128.78
1577 - Golf	797.39
1578 - Volleyball	786.47
1579 - Girls Softball	1,962.11
1580 - Swim	1,706.82
1582 - Boys Soccer	-200.63
1583 - Girls Soccer	3,379.15
1584 - Circle of Friends	160.00
1586 - Boys Track	594.59
1587 - Girls Track	361.83
1588 - Tennis	3,020.18
2005 - Computer Lab	74.16
2010 - Debate	5,746.34
2015 - Drama	5,253.87
2016 - Drama Travel Club	0.00
2018-Class of 2018	0.00
2020-All School Musical	-447.52
2027 - Guidance	13,535.98
2028 - Ralston Readers	324.20
2029 - Educators Rising	1,038.19
2030 - Humanities	0.00
2035-Latino Leaders	181.63

Ralston High School Activity Fu...
Balance Sheet Standard

As of December 31, 2021

	Dec 31, '21
2040 - Instr Music	0.00
2042- Color Guard	205.63
2060 - Swim School	-343.46
2065 - Social Studies Trip	0.00
2075 - Vocal Music	17,968.86
2076 - Dist. Music	0.00
2080 - Work Experience	0.00
2085 - Yearbook	16,917.60
2090 - Material Replacement	0.00
210 - Class of 2010	0.00
211 - Class of 2011	0.00
212 - Class of 2012	0.00
213 - Class of 2013	0.00
214 - Class of 2014	0.00
215 - Spirit Squads	8,470.16
223-Class of 2023	123.65
224-Class of 2024	123.65
225-Class of 2025	0.00
220-Class of 2020	0.00
221-Class of 2021	31.75
222-Class of 2022	198.65
2500 - HOSA	1,337.43
2509 - Ram Apparel	0.00
2510 - Ram Supply - DO NOT ...	0.00
2511 - Concessions	21,169.51
2515 - FCCLA	954.16
2520 - Industrial Tech	4,283.65
2521 - Skills USA	107.51
2525-Automotive	871.83
2530 - Food Pantry	1,078.25
3000 - Scholarships	0.00
3200 - Summer School	0.00
3300 - Boston Trip	0.00
3580 - Vending	0.00
4015 - Green Club	0.00
4059 - Parking Lot	0.00
4085 - HS Office	3,928.09
4086 - Homeroom	0.00

Ralston High School Activity Fu...
Balance Sheet Standard

As of December 31, 2021

	Dec 31, '21
4087 - PBiS	0.00
5000 - Baseball Field	0.00
5010 - Football Stadium	0.00
5020 - Soccer Stadium	0.00
5030 - Gym	0.00
5040 - Fitness Center	0.00
505 - Art Club	820.86
5050 - Cafeteria	0.00
5060 - Classroom	0.00
5070 - Swim Pool	0.00
5080 - Facility Usage	60,706.41
510 - Bowling Team	0.00
525 - Autism Grant	0.00
530 - DECA	1,908.04
540 - Quiz Bowl	33.82
550 - French Club	50.53
560 - Key Club	151.83
565 - History Day	0.00
570 - NHS	283.44
580 - Prom	1,008.98
585 - Science Club	0.00
595 - Spanish Club	284.12
600 - Student Council	259.23
605 - Poetry Festival	0.00
610 - Robotics Club	125.28
Class 2021	0.00
Total Checking/Savings	253,839.36
Accounts Receivable	
Accounts Receivable	0.00
Total Accounts Receivable	0.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	0.00
Total Current Assets	253,839.36

Ralston High School Activity Fu...
Balance Sheet Standard
As of December 31, 2021

	Dec 31, '21
Fixed Assets	0.00
Other Assets	0.00
TOTAL ASSETS	253,839.36
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	0.00
Credit Cards	0.00
Other Current Liabilities	
Sales Tax Payable	0.00
Total Other Current Liabilities	0.00
Total Current Liabilities	0.00
Long Term Liabilities	0.00
Total Liabilities	0.00
Equity	
Opening Bal Equity	-0.73
Retained Earnings	257,683.14
Net Income	-3,843.05
Total Equity	253,839.36
TOTAL LIABILITIES & EQUITY	253,839.36

Ralston
PUBLIC SCHOOLS

Accounts Payable Spending Report BOE ~ January 10, 2022

***Depreciation Fund: $00,000.00**

***Special Building Fund: $195,380.37**

***QCPUF Fund/BOND: $00,000.00**

****Total Report: $937,087.95**

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126208	01/10/22	6429	AE SUPPLY	0126020262000	20733	RPS MAINTENANCE RMS	0.00	2,600.00
9001	126209	01/10/22	6356	APW OMAHA	0136020670000	20610	RALSTON HIGH HS2202	0.00	4,829.05
9001	126210	01/10/22	4348	AQUA-CHEM INC	0136020262000	20610	RPS MAINTENANCE RHS	0.00	530.60
9001	126211	01/10/22	216	AUTO SPECIALISTS IN	0180020262000	20352	RPS MAINTENANCE VMA	0.00	106.81
9001	126212	01/10/22	5583	BAUER BUILT, INC	0180020271200	20430	RPS TRANSPORTATION	0.00	850.26
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS HIGH SCHOOL	0.00	3,134.70
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS ADMIN/CO/VMAC	0.00	2,631.43
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS MIDDLE SCHOOL	0.00	1,444.30
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS ADMIN/VMAC/CO	0.00	142.16
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS BLUMFIELD	0.00	221.83
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS KAREN WESTERN	0.00	231.03
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS SEYMOUR	0.00	303.77
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS MOCKINGBIRD	0.00	312.06
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS WILDEWOOD	0.00	316.69
9001	126213	01/10/22	6650	BISHOP BUSINESS	0180020253000	20442	RPS MEADOWS	0.00	336.25
TOTAL CHECK								0.00	9,074.22
9001	126214	01/10/22	325	BOYS TOWN	0116420120000	20569	RPS STUDENT SERVICE	0.00	1,836.00
9001	126214	01/10/22	325	BOYS TOWN	0116820120000	20569	RPS STUDENT SERVICE	0.00	2,019.60
9001	126214	01/10/22	325	BOYS TOWN	0116920120000	20569	RPS STUDENT SERVICE	0.00	2,784.60
9001	126214	01/10/22	325	BOYS TOWN	0116620120000	20569	RPS STUDENT SERVICE	0.00	2,937.60
9001	126214	01/10/22	325	BOYS TOWN	0116720120000	20569	RPS STUDENT SERVICE	0.00	3,335.40
9001	126214	01/10/22	325	BOYS TOWN	0116320120000	20569	RPS STUDENT SERVICE	0.00	3,519.00
9001	126214	01/10/22	325	BOYS TOWN	0126020120000	20569	RPS STUDENT SERVICE	0.00	4,314.60
9001	126214	01/10/22	325	BOYS TOWN	0136020120000	20569	RPS STUDENT SERVICE	0.00	6,601.20
9001	126214	01/10/22	325	BOYS TOWN	0136020120000	20569	RPS STUDENT SERVICE	0.00	9,853.20
TOTAL CHECK								0.00	37,201.20
9001	126215	01/10/22	3785	CCS PRESENTATION SY	0116820110000	20734	RPS TECHNOLOGY SEY	0.00	127.50
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL RHS	0.00	171.00
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL RHS	0.00	171.00
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL RMS	0.00	117.48
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL RMS	0.00	117.48
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL RMS	0.00	117.48
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL VMAC	0.00	20.00
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL VMAC	0.00	20.00
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL VMAC	0.00	20.00
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL VMAC	0.00	20.00
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20610	RPS CUSTODIAL VMAC	0.00	21.74
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20610	RPS CUSTODIAL VMAC	0.00	21.74
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20610	RPS CUSTODIAL VMAC	0.00	21.74
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20610	RPS CUSTODIAL VMAC	0.00	21.74
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL SEY	0.00	48.25
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL MEAD	0.00	48.25
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL SEY	0.00	48.25
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL MEAD	0.00	48.25

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL SEY	0.00	48.25
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL MEAD	0.00	48.25
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL KW	0.00	53.00
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL KW	0.00	53.00
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL MOCK	0.00	54.75
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL BLUM	0.00	54.75
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL BLUM	0.00	54.75
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL MOCK	0.00	54.75
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL BLUM	0.00	54.75
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL MOCK	0.00	54.75
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL WW	0.00	17.76
9001	126217	01/10/22	7000	CINTAS CORPORATION	0180020699719	20420	RPS CUSTODIAL WW	0.00	17.76
TOTAL CHECK								0.00	1,620.92
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#96 Green Pads	0.00	9.96
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	#4427840 Spring Gro	0.00	158.85
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	#2206264 Brown Roll	0.00	168.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	#HMED10 Med Wet Mop	0.00	23.85
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	PARTS/REPAIRS FOAM	0.00	66.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#KC2463 PAPER TOWEL	0.00	134.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#4427840 Spring Gro	0.00	52.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#2206264 Brown Roll	0.00	294.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#MR43483MC 43x48 Li	0.00	83.10
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#4427840 Spring Gro	0.00	317.70
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#2206264 Brown Roll	0.00	252.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#MR43483MC 43x48 Li	0.00	332.40
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#MR24330MC 24x33 Li	0.00	186.50
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	#2206264 Brown Roll	0.00	210.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	PARTS/REPAIRS FOAM	0.00	132.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#4427840 Spring Gro	0.00	52.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#2206264 Brown Roll	0.00	126.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#MR43483MC 43x48 Li	0.00	83.10
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#11894515 POWER TIM	0.00	43.80
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	NABC Disinfectant	0.00	42.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	PARTS/REPAIRS FOAM	0.00	66.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#OC10 Angle Brooms	0.00	12.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0126020261000	20610	#4427840 Spring Gro	0.00	105.90
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0126020261000	20610	#2206264 Brown Roll	0.00	210.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0126020261000	20610	#MR43483MC 43x48 Li	0.00	124.65
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0126020261000	20610	#11894515 MR BLUE B	0.00	131.40
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0126020261000	20610	#PT21 PRO TEAM VAC	0.00	83.20
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0126020261000	20610	PARTS/REPAIRS FOAM	0.00	66.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#4427840 Spring Gro	0.00	52.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#2206264 Brown Roll	0.00	168.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	Heavy duty 40x48 li	0.00	34.50
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#MR24330MC 24x33 Li	0.00	37.30
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#11895715 WINDOW SH	0.00	38.75
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#12021427 DAMP MOP	0.00	39.40
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#10243015 ORANGE WO	0.00	39.70
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#4174490 Stainless	0.00	48.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#N8000 20" WHITE PA	0.00	28.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	PARTS/REPAIRS FOAM	0.00	132.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#96 Green Pads	0.00	9.96
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#4427840 Spring Gro	0.00	158.85
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#2206264 Brown Roll	0.00	252.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#MR43483MC 43x48 Li	0.00	124.65
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	PARTS/REPAIRS FOAM	0.00	132.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0126020261000	20610	#2206264 WHITE ROLL	0.00	210.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	#2206264 Brown Roll	0.00	126.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	#MR43483MC 43x48 Li	0.00	249.30
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	#XL115 Hog Hair Pad	0.00	28.75
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116320261000	20610	PARTS/REPAIRS FOAM	0.00	132.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116420261000	20610	#4427840 Spring Gro	0.00	52.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116420261000	20610	#2206264 Brown Roll	0.00	168.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116420261000	20610	#MR43483MC 43x48 Li	0.00	124.65
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116420261000	20610	PARTS/REPAIRS FOAM	0.00	66.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116420261000	20610	#4428130 Single Fol	0.00	29.88
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116920261000	20610	#4427840 Spring Gro	0.00	105.90
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116920261000	20610	#2206264 Brown Roll	0.00	252.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116920261000	20610	#MR43483MC 43x48 Li	0.00	124.65
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116920261000	20610	#4428130 Single Fol	0.00	59.76
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116920261000	20610	#216 Scrub N Shine	0.00	69.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116920261000	20610	#PT21 Pro Team Vac	0.00	62.40
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#4427840 Spring Gro	0.00	52.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#2206264 Brown Roll	0.00	168.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#MR43483MC 43x48 Li	0.00	41.55
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#12021427 DAMP MOP	0.00	39.40
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	#4174490 Stainless	0.00	48.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116820261000	20610	PARTS/REPAIRS FOAM	0.00	66.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#4427840 Spring Gro	0.00	52.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#2206264 Brown Roll	0.00	84.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#MR43483MC 43x48 Li	0.00	83.10
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#10243015 (12X1) JI	0.00	39.70
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#11894515 MR BLUE B	0.00	43.80
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	NEW EQUIPMENT FOAM	0.00	66.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#PT21 PRO TEAM VAC	0.00	41.60
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#4427840 Spring Gro	0.00	52.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#2206264 Brown Roll	0.00	252.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	#MR43483MC 43x48 Li	0.00	166.20
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116720261000	20610	PARTS/REPAIRS FOAM	0.00	132.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#4427840 Spring Gro	0.00	317.70
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#2206264 Brown Roll	0.00	126.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#MR43483MC 43x48 Li	0.00	249.30
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#KL260 Sani Sacks	0.00	25.55
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#10243015 JIFFY SPR	0.00	39.70
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#11895715 WINDOW SH	0.00	38.75
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#11894515 POWER TIM	0.00	43.80
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#12021427 THERMO CL	0.00	39.40
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	NEW EQUIPMENT FOAM	0.00	66.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0136020261000	20610	#HMED10 MED WET MOP	0.00	47.70
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#4427840 Spring Gro	0.00	52.95
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#2206264 Brown Roll	0.00	126.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#MR43483MC 43x48 Li	0.00	83.10
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#KL260 Sani Sacks	0.00	25.55

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#10243015 JIFFY SPR	0.00	39.70
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#11894515 POWER TIM	0.00	43.80
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#12001227 EVIRO CAR	0.00	55.00
9001	126218	01/10/22	583	COMMERCIAL CLEANING	0116620261000	20610	#12021427 THERMO CL	0.00	39.40
TOTAL CHECK								0.00	9,617.11
9001	126219	01/10/22	4037	COX BUSINESS	0180020258000	20382	RPS JANUARY 1, 2022	0.00	8,159.50
9001	126219	01/10/22	4037	COX BUSINESS	0180020258000	20382	RPS JANUARY 1, 2022	0.00	2,498.05
TOTAL CHECK								0.00	10,657.55
9001	126220	01/10/22	2371	CURRICULUM ASSOCIAT	0126020110000	20610	RALSTONMIDDLEMS2201	0.00	936.77
9001	126221	01/10/22	3128	DIGITAL DOT SYSTEMS	0126020110000	20734	RPS TECHNOLOGY RMS	0.00	85.00
9001	126222	01/10/22	5323	DXP ENTERPRISES INC	0136020262000	20430	RPS MAINTENANCE RHS	0.00	67.96
9001	126223	01/10/22	6600	JUSTIN DIGGINS	0180020271200	20332	REIMBUR11/29-12/21/	0.00	216.72
9001	126224	01/10/22	6028	THE COLONIAL PRESS,	0180020256000	20550	RPS PUBLIC RELATION	0.00	232.54
9001	126225	01/10/22	6224	THE DAILY RECORD	0180020232000	20540	RPS BOE LEGALS	0.00	19.10
9001	126227	01/10/22	127	EASTERN NEBRASKA HU	0136020120000	20569	RPS STUDENT SERVICE	0.00	2,340.00
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116620120000	20330	RPS/SS GRAVES/GREEN	0.00	230.00
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0126020218100	20320	RPS STUDENT SERVICE	0.00	969.84
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0136020218100	20320	RPS STUDENT SERVICE	0.00	969.84
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0126020110001	20330	RPS CURRICULUM RMS	0.00	46.50
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116420120000	20330	RPS STUD/SER KLINE	0.00	57.50
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0136020120000	20330	RPS STUD/SER KLINE	0.00	57.50
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0180020699819	20330	RPS CURRICULUM	0.00	77.50
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116420129200	20320	RPS STUDENT SERVICE	0.00	91.34
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116820129200	20320	RPS STUDENT SERVICE	0.00	100.31
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116320120000	20330	RPS STUD/SER POLIVK	0.00	115.00
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116920129200	20320	RPS STUDENT SERVICE	0.00	137.86
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0180020699819	20330	RPS CURRICULUM	0.00	139.50
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116620129200	20320	RPS STUDENT SERVICE	0.00	145.98
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0180020699819	20330	RPS CURRICULUM WILK	0.00	6.00
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116720129200	20320	RPS STUDENT SERVICE	0.00	165.56
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116320129200	20320	RPS STUDENT SERVICE	0.00	174.53
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116320120000	20569	RPS STUDENT SERVICE	0.00	4,921.00
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116420120000	20569	RPS STUDENT SERVICE	0.00	4,921.00
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0126020120000	20569	RPS STUDENT SERVICE	0.00	14,763.00
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0136020120000	20569	RPS STUDENT SERVICE	0.00	14,763.00
9001	126228	01/10/22	5993	ESU #3/METRO REGION	0116720120000	20569	RPS STUDENT SERVICE	0.00	3,781.00
TOTAL CHECK								0.00	46,633.76
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20510	RPS TRANSPORTATION	0.00	35,199.24
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20510	RPS TRANSPORTATION	0.00	44,213.84
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	174.98
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	186.86
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTAITON	0.00	154.98

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	292.76
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	301.55
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	304.13
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	314.09
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	317.04
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	338.74
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	339.26
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	347.01
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	351.66
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	370.25
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	404.50
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	413.28
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	420.36
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	476.16
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	614.09
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	813.64
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	274.17
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	212.18
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	223.69
9001	126230	01/10/22	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	227.16
TOTAL CHECK								0.00	87,285.62
9001	126231	01/10/22	272	FOLLETT SCHOOL SOLU	0136020222000	20640	RALSTON HIGH HS2202	0.00	260.44
9001	126231	01/10/22	272	FOLLETT SCHOOL SOLU	0116620222000	20640	MEADOWS MW202251	0.00	185.44
TOTAL CHECK								0.00	445.88
9001	126232	01/10/22	3058	GENERAL FIRE AND SA	0116620262000	20352	RPS MAINTENANCE MEA	0.00	219.50
9001	126233	01/10/22	367	GRAYBAR	0116320262000	20430	RPS MAINTENANCE BLU	0.00	22.27
9001	126233	01/10/22	367	GRAYBAR	0116620262000	20430	RPS MAINTENANCE MEA	0.00	26.94
9001	126233	01/10/22	367	GRAYBAR	0116320262000	20430	RPS MAINTENANCE BLU	0.00	-1.46
TOTAL CHECK								0.00	47.75
9001	126234	01/10/22	4752	HEARTLAND FAMILY SE	0116320120000	20569	RPS STUDENT SERVICE	0.00	3,945.00
9001	126234	01/10/22	4752	HEARTLAND FAMILY SE	0116720120000	20569	RPS SSTUDENT SERVIC	0.00	4,208.00
9001	126234	01/10/22	4752	HEARTLAND FAMILY SE	0116720120000	20569	RPS STUDENT SERVICE	0.00	4,997.00
TOTAL CHECK								0.00	13,150.00
9001	126235	01/10/22	1474	HEARTLAND FOUNDATIO	0116720120000	20569	RPS STUDENT SERVICE	0.00	5,550.00
9001	126235	01/10/22	1474	HEARTLAND FOUNDATIO	0116420120000	20569	RPS STUDENT SERVICE	0.00	2,775.00
9001	126235	01/10/22	1474	HEARTLAND FOUNDATIO	0136020120000	20569	RPS STUDENT SERVICE	0.00	2,775.00
TOTAL CHECK								0.00	11,100.00
9001	126236	01/10/22	428	HEMPEL SHEET METAL	0116720262000	20430	RPS MAINTENANCE MOC	0.00	945.00
9001	126237	01/10/22	3187	HP INC	0126020110000	20734	RPS TECHNOLOGY RMS	0.00	752.55
9001	126237	01/10/22	3187	HP INC	0136020110000	20734	RPS TECHNOLOGY RHS	0.00	1,505.10
TOTAL CHECK								0.00	2,257.65
9001	126238	01/10/22	6960	THE HOME DEPOT PRO/	0180020699719	20420	RPS CUSTODIAL VMAC	0.00	839.49
9001	126238	01/10/22	6960	THE HOME DEPOT PRO/	0180020261000	20610	NEW EQUIPMENT PROTE	0.00	833.00
TOTAL CHECK								0.00	1,672.49

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126239	01/10/22	7192	HOODMASTERS, INC.	0136020262000	20352	RPS MAINTENANCE RHS	0.00	1,162.50
9001	126240	01/10/22	2715	HY-VEE GAS	0180020271000	20510	RPS TRANSPORTATION	0.00	1,572.63
9001	126240	01/10/22	2715	HY-VEE GAS	0180020262000	20626	RPS MAINTENANCE	0.00	1,573.55
9001	126240	01/10/22	2715	HY-VEE GAS	0136020110060	20610	RPS HIGH SCHOOL	0.00	285.30
9001	126240	01/10/22	2715	HY-VEE GAS	0126020110060	20630	RPS MIDDLE SCHOOL	0.00	219.42
9001	126240	01/10/22	2715	HY-VEE GAS	0180020271000	20626	RPS TRANSPORTATION	0.00	166.16
9001	126240	01/10/22	2715	HY-VEE GAS	0136020120000	20610	RPS STUDENT SERVICE	0.00	206.60
9001	126240	01/10/22	2715	HY-VEE GAS	0116320120000	20610	RPS BLUMFIELD	0.00	107.86
9001	126240	01/10/22	2715	HY-VEE GAS	0180020271200	20626	RPS TRANSPORTATION	0.00	3,257.89
TOTAL CHECK								0.00	7,389.41
9001	126241	01/10/22	6568	RACHEL FOEHLINGER	0126020110093	20610	RALSTONMIDDLEMS2201	0.00	700.00
9001	126244	01/10/22	2286	INFOSAFE SHREDDING	0180020232000	20320	RPS ADMIN/CO/VMAC	0.00	39.00
9001	126245	01/10/22	515	J & J SMALL ENGINE	0180020262000	20352	RPS MAINTENANCE VMA	0.00	-0.35
9001	126245	01/10/22	515	J & J SMALL ENGINE	0136020262000	20430	RPS MAINTENANCE RHS	0.00	19.82
9001	126245	01/10/22	515	J & J SMALL ENGINE	0180020262000	20352	RPS MAINTENANCE VMA	0.00	130.68
TOTAL CHECK								0.00	150.15
9001	126246	01/10/22	7444	J.A.D., LLC	0180020699819	20330	RALSTONPUBLICSCHOOL	0.00	1,500.00
9001	126247	01/10/22	7484	J.C. BIOMEDICAL, IN	0136020110085	20610	RALSTON HIGH FLE/JB	0.00	361.25
9001	126248	01/10/22	5073	J.F. AHERN CO	0126020262000	20352	RPS MAINTENANCE RMS	0.00	250.00
9001	126248	01/10/22	5073	J.F. AHERN CO	0116420262000	20352	RPS MAINTENANCE KW	0.00	250.00
9001	126248	01/10/22	5073	J.F. AHERN CO	0136020262000	20352	RPS MAINTENANCE RHS	0.00	302.00
TOTAL CHECK								0.00	802.00
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0126020120000	20320	RPS STUDENT SERVICE	0.00	308.04
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0136020120000	20320	RPS STUDENT SERVICE	0.00	259.90
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116620129100	20320	RPS STUDENT SERVICE	0.00	260.00
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116920129200	20320	RPS STUDENT SERVICE	0.00	294.79
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116920129100	20320	RPS STUDENT SERVICE	0.00	113.75
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116720129100	20320	RPS STUDENT SERVICE	0.00	130.00
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116420129100	20320	RPS STUDENT SERVICE	0.00	308.75
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116720120000	20320	RPS STUDENT SERVICE	0.00	437.72
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116920120000	20320	RPS STUDENT SERVICE	0.00	474.02
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116420120000	20320	RPS STUDENT SERVICE	0.00	799.02
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116820129100	20320	RPS STUDENT SERVICE	0.00	525.25
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116420129200	20320	RPS STUDENT SERVICE	0.00	549.29
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116320129200	20320	RPS STUDENT SERVICE	0.00	2,158.04
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116720129200	20320	RPS STUDENT SERVICE	0.00	1,175.04
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116820120000	20320	RPS STUDENT SERVICE	0.00	1,254.02
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116320120000	20320	RPS STUDENT SERVICE	0.00	1,286.52
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116820129200	20320	RPS STUDENT SERVICE	0.00	1,351.79
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116320129100	20320	RPS STUDENT SERVICE	0.00	3,111.75
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116620129200	20320	RPS STUDENT SERVICE	0.00	896.54
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	0116620120000	20320	RPS STUDENT SERVICE	0.00	815.27
TOTAL CHECK								0.00	16,509.50

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126250	01/10/22	3311	KEYSTONE GLASS COMP	0136020262000	20430	RPS MAINTENANCE RHS	0.00	160.00
9001	126251	01/10/22	4452	KISSEL,KOHOUT,ES AS	0180020231000	20810	RPS LEGISLATIVE SER	0.00	3,666.66
9001	126252	01/10/22	6278	KOLEY JESSEN P.C.,	0180020231000	20810	RPS GENERAL MATTERS	0.00	2,749.50
9001	126252	01/10/22	6278	KOLEY JESSEN P.C.,	0180020231000	20810	RPS TEACHER MATTERS	0.00	825.00
9001	126252	01/10/22	6278	KOLEY JESSEN P.C.,	0180020231000	20810	RPS PERSONNEL MATTE	0.00	559.00
9001	126252	01/10/22	6278	KOLEY JESSEN P.C.,	0180020231000	20810	RPS STUDENT MATTERS	0.00	135.00
TOTAL CHECK								0.00	4,268.50
9001	126253	01/10/22	6193	KSB SCHOOL LAW	0180020249000	20810	RPS STUD/SERV RULES	0.00	144.00
9001	126253	01/10/22	6193	KSB SCHOOL LAW	0180020231000	20810	RPS ADMIN GENERAL	0.00	420.00
TOTAL CHECK								0.00	564.00
9001	126254	01/10/22	6993	LANGUAGE LINE SERVI	0116820129200	20320	RPS STUD/SERV SEY	0.00	502.70
9001	126254	01/10/22	6993	LANGUAGE LINE SERVI	0126020120000	20320	RPS STUD/SERV RMS	0.00	372.81
9001	126254	01/10/22	6993	LANGUAGE LINE SERVI	0136020120000	20320	RPS STUD/SERV RHS	0.00	1,351.96
9001	126254	01/10/22	6993	LANGUAGE LINE SERVI	0116820120000	20320	RPS STUD/SERV SEY	0.00	1,072.10
9001	126254	01/10/22	6993	LANGUAGE LINE SERVI	0116620120000	20320	RPS STUD/SERV MEAD	0.00	245.05
9001	126254	01/10/22	6993	LANGUAGE LINE SERVI	0116420115000	20320	RPS ELL KARENWESTER	0.00	26.66
9001	126254	01/10/22	6993	LANGUAGE LINE SERVI	0136020115000	20320	RPS ELL HIGH SCHOOL	0.00	28.38
9001	126254	01/10/22	6993	LANGUAGE LINE SERVI	0126020115000	20320	RPS ELL MIDDLE SCHO	0.00	11.78
TOTAL CHECK								0.00	3,611.44
9001	126255	01/10/22	6111	LARSON SPEECH & LAN	0126020641200	20320	RPS STUD/SERV RMS	0.00	1,257.05
9001	126255	01/10/22	6111	LARSON SPEECH & LAN	0180020631000	20320	RPS CURRICULUM	0.00	3,000.00
9001	126255	01/10/22	6111	LARSON SPEECH & LAN	0116620641200	20320	RPS STUD/SERV MEAD	0.00	858.17
9001	126255	01/10/22	6111	LARSON SPEECH & LAN	0116720641200	20320	RPS STUD/SERV MOCK	0.00	973.00
9001	126255	01/10/22	6111	LARSON SPEECH & LAN	0116320641200	20320	RPS STUD/SERV BLUM	0.00	1,027.40
9001	126255	01/10/22	6111	LARSON SPEECH & LAN	0116820641200	20320	RPS STUD/SERV SEY	0.00	586.22
9001	126255	01/10/22	6111	LARSON SPEECH & LAN	0116420641200	20320	RPS STUD/SERV KW	0.00	531.83
9001	126255	01/10/22	6111	LARSON SPEECH & LAN	0116920641200	20320	RPS STUD/SERV WW	0.00	809.83
TOTAL CHECK								0.00	9,043.50
9001	126256	01/10/22	3140	LOU'S SPORTING GOOD	0136020110099	20610	RALSTON HIGH HS2203	0.00	3,765.60
9001	126259	01/10/22	6583	M & M STAFFING, INC	0136020261000	20340	RHS CUSTODIAN PERRY	0.00	502.80
9001	126259	01/10/22	6583	M & M STAFFING, INC	0136020261000	20340	RHS CUSTODIAN PERRY	0.00	838.00
9001	126259	01/10/22	6583	M & M STAFFING, INC	0136020261000	20340	RHS CUSTODIAN PERRY	0.00	838.00
9001	126259	01/10/22	6583	M & M STAFFING, INC	0136020261000	20340	RHS CUSTODIAN PERRY	0.00	838.00
TOTAL CHECK								0.00	3,016.80
9001	126260	01/10/22	7450	M.T. COWELL PIANO S	0136020110093	20610	RALSTON HIGH HS2203	0.00	100.00
9001	126261	01/10/22	5314	MADISON NATIONAL LI	01	9409	RPS JANUARY 2022 PR	0.00	10,907.97
9001	126262	01/10/22	4884	MATHESON TRI-GAS, I	0180020262000	20610	RPS MAINTENANCE VMA	0.00	83.60
9001	126263	01/10/22	6400	MAXIM HEALTHCARE SE	0136020213000	20340	RPS STUD/SER RHS OW	0.00	426.88
9001	126263	01/10/22	6400	MAXIM HEALTHCARE SE	0136020213000	20340	RPS STUD/SER RHS OW	0.00	1,376.00
TOTAL CHECK								0.00	1,802.88

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126264	01/10/22	5926	MENARDS	0116720262000	20430	RPS MAINTENANCE MOC	0.00	170.64
9001	126264	01/10/22	5926	MENARDS	0116920262000	20430	RPS MAINTENANCE WW	0.00	80.21
9001	126264	01/10/22	5926	MENARDS	0180020262000	20610	RPS MAINTENANCE VMA	0.00	93.21
9001	126264	01/10/22	5926	MENARDS	0126020110080	20610	RALSTONMIDDLE IT/LE	0.00	47.41
9001	126264	01/10/22	5926	MENARDS	0136020110080	20610	RALSTON HIGH HS2203	0.00	66.35
9001	126264	01/10/22	5926	MENARDS	0136020110012	20610	RALSTON HIGH HS2203	0.00	59.99
9001	126264	01/10/22	5926	MENARDS	0180020262000	20610	RPS MAINTENANCE VMA	0.00	5.76
9001	126264	01/10/22	5926	MENARDS	0116920262000	20430	RPS MAINTENANCE WW	0.00	5.98
9001	126264	01/10/22	5926	MENARDS	0116720262000	20430	RPS MAINTENANCE MOC	0.00	6.99
9001	126264	01/10/22	5926	MENARDS	0126020110099	20610	RALSTONMIDDLEATHLET	0.00	13.84
9001	126264	01/10/22	5926	MENARDS	0126020110099	20610	RALSTONMIDDLEATHLET	0.00	19.99
9001	126264	01/10/22	5926	MENARDS	0116320262000	20430	RPS MAINTENANCE BLU	0.00	28.81
9001	126264	01/10/22	5926	MENARDS	0116720262000	20430	RPS MAINTENANCE MOC	0.00	31.44
9001	126264	01/10/22	5926	MENARDS	0116820262000	20430	RPS MAINTENANCE SEY	0.00	38.13
TOTAL CHECK								0.00	668.75
9001	126265	01/10/22	827	METAL DOORS & HARDW	0116420262000	20430	RPS MAINTENANCE KW	0.00	312.00
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8901 PARK DRIVE	0.00	379.20
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116620261000	20629	RPS 9205 BERRY STRE	0.00	429.40
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116320261000	20629	RPS 10310 MOCKINGBI	0.00	456.80
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8969 PARK DRIVE	0.00	543.20
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116420261000	20621	RPS 6240 H STREET	0.00	582.40
9001	126267	01/10/22	834	METRO UTILITIES DIS	0180020261000	20621	RPS 8545 PARK DRIVE	0.00	289.06
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116820261000	20621	RPS 7900 SEYMOUR ST	0.00	308.00
9001	126267	01/10/22	834	METRO UTILITIES DIS	0126020261000	20629	RPS 8202 LAKEVIEW S	0.00	207.40
9001	126267	01/10/22	834	METRO UTILITIES DIS	0180020261000	20621	RPS 8545 PARK DRIVE	0.00	211.20
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116920261000	20621	RPS 8023 RALSTON AV	0.00	233.60
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8901 PARK DRIVE	0.00	239.20
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116720261000	20629	RPS 5100 SOUTH 93RD	0.00	245.80
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8969 PARK DRIVE	0.00	135.80
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116420261000	20629	RPS 6240 H STREET	0.00	145.60
9001	126267	01/10/22	834	METRO UTILITIES DIS	0126020261000	20621	RPS 8202 LAKEVIEW S	0.00	829.60
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116720261000	20621	RPS 5100 SOUTH 93RD	0.00	983.20
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8901 PARK DRIVE	0.00	1,516.80
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116620261000	20621	RPS 9205 BERRY STRE	0.00	1,717.60
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116320261000	20621	RPS 10310 MOCKINGBI	0.00	1,827.20
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8801 PARK DRIVE	0.00	480.00
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116420261000	20629	RPS 6240 H STREET	0.00	21.60
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8969 PARK DRIVE	0.00	9.60
9001	126267	01/10/22	834	METRO UTILITIES DIS	0126020261000	20629	RPS 8202 LAKEVIEW S	0.00	0.20
9001	126267	01/10/22	834	METRO UTILITIES DIS	0126020261000	20621	RPS 8202 LAKEVIEW S	0.00	0.80
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8969 PARK DRIVE	0.00	2.40
9001	126267	01/10/22	834	METRO UTILITIES DIS	0180020261000	20629	RPS 8545 PARK DRIVE	0.00	72.26
9001	126267	01/10/22	834	METRO UTILITIES DIS	0180020261000	20629	RPS 8545 PARK DRIVE	0.00	52.80
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116920261000	20629	RPS 8023 RALSTON AV	0.00	58.40
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8901 PARK DRIVE	0.00	59.80
9001	126267	01/10/22	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8801 PARK DRIVE	0.00	120.00
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116420261000	20621	RPS 6240 H STREET	0.00	86.40
9001	126267	01/10/22	834	METRO UTILITIES DIS	0116820261000	20629	RPS 7900 SEYMOUR ST	0.00	77.00
TOTAL CHECK								0.00	12,322.32

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126268	01/10/22	2634	NASB	0180020231000	20320	RPS BOE MERV RIEPE	0.00	70.00
9001	126268	01/10/22	2634	NASB	0180020231000	20610	RPS ADMIN BOE LAW	0.00	142.00
9001	126268	01/10/22	2634	NASB	0180020231000	20320	RPS BOE ELIZ. KUMRU	0.00	150.00
9001	126268	01/10/22	2634	NASB	0180020231000	20320	RPS BOE ROBINRICHAR	0.00	150.00
TOTAL CHECK								0.00	512.00
9001	126269	01/10/22	732	NASCO	0136020670000	20610	RALSTON HIGH HS2203	0.00	959.70
9001	126270	01/10/22	797	NCSA	0180020251000	20810	RPS JASON BUCKINGHA	0.00	120.00
9001	126271	01/10/22	830	NEBRASKA AIR FILTER	0136020262000	20430	RPS MAINTENANCE RHS	0.00	267.89
9001	126271	01/10/22	830	NEBRASKA AIR FILTER	0116720262000	20430	RPS MAINTENANCE MOC	0.00	779.82
9001	126271	01/10/22	830	NEBRASKA AIR FILTER	0126020262000	20430	RPS MAINTENANCE RMS	0.00	869.50
9001	126271	01/10/22	830	NEBRASKA AIR FILTER	0116420262000	20430	RPS MAINTENANCE KW	0.00	414.52
9001	126271	01/10/22	830	NEBRASKA AIR FILTER	0136020262000	20430	RPS MAINTENANCE RHS	0.00	370.92
TOTAL CHECK								0.00	2,702.65
9001	126272	01/10/22	4538	NEFF TOWING INC	0180020271200	20430	RPS TRANSPORTATION	0.00	110.00
9001	126274	01/10/22	921	OFFICE DEPOT	0116420110000	20610	KARENWESTERN KW2022	0.00	115.57
9001	126274	01/10/22	921	OFFICE DEPOT	0180020232000	20610	RPS ADMIN CO202211	0.00	136.20
9001	126274	01/10/22	921	OFFICE DEPOT	0136020110000	20610	RALSTON HIGH HS2203	0.00	184.76
9001	126274	01/10/22	921	OFFICE DEPOT	0136020110000	20733	RALSTON HIGH ATH471	0.00	459.98
9001	126274	01/10/22	921	OFFICE DEPOT	0116720110000	20610	MOCKINGBIRD MB20223	0.00	95.81
9001	126274	01/10/22	921	OFFICE DEPOT	0116620110000	20610	MEADOWS MW202291	0.00	74.89
9001	126274	01/10/22	921	OFFICE DEPOT	0116320110000	20610	BLUMFIELD BL202219	0.00	77.78
9001	126274	01/10/22	921	OFFICE DEPOT	0116720110000	20610	MOCKINGBIRD MB20223	0.00	80.71
9001	126274	01/10/22	921	OFFICE DEPOT	0126020110000	20610	RALSTONMIDDLEMS2201	0.00	54.65
9001	126274	01/10/22	921	OFFICE DEPOT	0180020232000	20610	RPS ADMIN CO2022212	0.00	55.74
9001	126274	01/10/22	921	OFFICE DEPOT	0116720110000	20610	MOCKINGBIRD MB20223	0.00	56.35
9001	126274	01/10/22	921	OFFICE DEPOT	0126020110000	20610	RALSTONMIDDLEMS2201	0.00	57.46
9001	126274	01/10/22	921	OFFICE DEPOT	0116920110000	20610	WILDEWOOD WW202221	0.00	61.20
9001	126274	01/10/22	921	OFFICE DEPOT	0116920110000	20610	WILDEWOOD WW202221	0.00	62.39
9001	126274	01/10/22	921	OFFICE DEPOT	0116920110000	20610	WILDEWOOD WW202222	0.00	66.49
9001	126274	01/10/22	921	OFFICE DEPOT	0180020251000	20610	RPS BUSINESS BO2022	0.00	69.40
9001	126274	01/10/22	921	OFFICE DEPOT	0116720110000	20610	MOCKINGBIRD MB20223	0.00	5.34
9001	126274	01/10/22	921	OFFICE DEPOT	0126020110000	20610	RALSTONMIDDLEMS2201	0.00	10.20
9001	126274	01/10/22	921	OFFICE DEPOT	0136020110000	20610	RALTON HIGH HS22029	0.00	11.78
9001	126274	01/10/22	921	OFFICE DEPOT	0126020110010	20610	RALSTONMIDDLEMS2201	0.00	12.58
9001	126274	01/10/22	921	OFFICE DEPOT	0126020110000	20610	RALSTONMIDDLEMS2201	0.00	18.60
9001	126274	01/10/22	921	OFFICE DEPOT	0116620110000	20610	MEADOWS MW202291	0.00	13.60
9001	126274	01/10/22	921	OFFICE DEPOT	0116720110000	20610	MOCKINGBIRD MB20223	0.00	23.56
9001	126274	01/10/22	921	OFFICE DEPOT	0180020232000	20610	RPS ADMIN CO202213	0.00	30.55
9001	126274	01/10/22	921	OFFICE DEPOT	0126020110010	20610	RALSTONMIDDLEMS2201	0.00	40.68
9001	126274	01/10/22	921	OFFICE DEPOT	0180020232000	20610	RPS ADMIN CO202213	0.00	40.68
9001	126274	01/10/22	921	OFFICE DEPOT	0116720110000	20610	MOCKINGBIRD MB20223	0.00	36.45
TOTAL CHECK								0.00	1,953.40
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0180020261000	20622	RPS ADMIN/CO/VMAC	0.00	2,196.76
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0116820261000	20622	RPS SEYMOUR	0.00	2,374.44
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0116620261000	20622	RPS MEADOWS	0.00	2,587.85

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0116920261000	20622	RPS WILDEWOOD	0.00	2,813.03
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0116420261000	20622	RPS KAREN WESTERN	0.00	3,608.73
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0116320261000	20622	RPS BLUMFIELD	0.00	4,070.68
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0126020261000	20622	RPS MIDDLE SCHOOL	0.00	10,917.14
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0136020261000	20622	RPS HIGH SCHOOL	0.00	20,962.81
9001	126275	01/10/22	936	OMAHA PUBLIC POWER	0116720261000	20622	RPS MOCKINGBIRD	0.00	5,156.32
TOTAL CHECK								0.00	54,687.76
9001	126276	01/10/22	7069	OMAHA STREET PERCUS	0180020221200	20320	RPS CURR/BL,MW,SY,W	0.00	1,350.00
9001	126277	01/10/22	940	OMAHA WINNELSON	0116620262000	20430	RPS MAINTENANCE MEA	0.00	200.02
9001	126277	01/10/22	940	OMAHA WINNELSON	0136020262000	20430	RPS MAINTENANCE RHS	0.00	287.24
9001	126277	01/10/22	940	OMAHA WINNELSON	0116320262000	20430	RPS MAINTENANCE BLU	0.00	149.70
9001	126277	01/10/22	940	OMAHA WINNELSON	0116920262000	20430	RPS MAINTENANCE WW	0.00	129.27
TOTAL CHECK								0.00	766.23
9001	126278	01/10/22	430	OMAHA'S HENRY DOORL	0136020110001	20610	RPS CUR/RHS HS22032	0.00	9,300.00
9001	126279	01/10/22	2808	ONE SOURCE	0180020257000	20340	RPS HUMAN RESOURCES	0.00	104.00
9001	126280	01/10/22	1915	O'REILLY AUTOMOTIVE	0180020262000	20430	RPS MAINTENANCE VMA	0.00	129.99
9001	126280	01/10/22	1915	O'REILLY AUTOMOTIVE	0180020265000	20610	RPS TRANSPORTATIONS	0.00	69.95
9001	126280	01/10/22	1915	O'REILLY AUTOMOTIVE	0180020265000	20610	RPS TRANSPORTATIONS	0.00	73.87
9001	126280	01/10/22	1915	O'REILLY AUTOMOTIVE	0180020271200	20430	RPS TRANSPORTATION	0.00	53.08
9001	126280	01/10/22	1915	O'REILLY AUTOMOTIVE	0180020271000	20430	RPS TRANSPORTATION	0.00	13.36
9001	126280	01/10/22	1915	O'REILLY AUTOMOTIVE	0180020271000	20430	RPS TRANSPORTATION	0.00	8.49
TOTAL CHECK								0.00	348.74
9001	126281	01/10/22	954	P & A MANAGEMENT CO	0136020110000	20441	RPS LEASE 7547&7547	0.00	1,200.00
9001	126282	01/10/22	5428	PARCHMENT INC	0180020221200	20320	RPS CURRIC. CU20221	0.00	5,500.00
9001	126283	01/10/22	7304	PRIME HOME DEVELOPM	0136020120000	20569	RPS STUDENT SERVICE	0.00	4,280.52
9001	126284	01/10/22	6379	THE OMAHA WORLD-HER	0180020257000	20540	RPS HUMAN RESOURCES	0.00	967.02
9001	126284	01/10/22	6379	THE OMAHA WORLD-HER	0180020257000	20540	RPS HUMAN RESOURCES	0.00	1,511.82
TOTAL CHECK								0.00	2,478.84
9001	126285	01/10/22	973	RALSTON AREA CHAMBE	0180020232000	20810	RPS ANNUALMEMB.DUES	0.00	235.00
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116720129100	20610	RPS/SS PS MEALS NOV	0.00	52.30
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0180020232000	20610	RPS VMAC STUD LUNCH	0.00	110.00
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116820129100	20610	RPS/SS PS MEALS NOV	0.00	31.51
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116420129100	20610	RPS/SS PS MEALS NOV	0.00	36.38
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116620129100	20610	RPS/SS PS MEALS NOV	0.00	58.15
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116320129100	20610	RPS/SS PS MEALS NOV	0.00	69.52
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116920129100	20610	RPS/SS PS MEALS NOV	0.00	76.99
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0180020340000	20610	RPS STUDENT SERVICE	0.00	168.00
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116420215300	20320	RPS SS/SUBURBAN	0.00	592.79
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116420215200	20320	RPS SS/SUBURBAN	0.00	8,070.13
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0116420215100	20320	RPS SS/SUBURBAN	0.00	23,932.87
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0126020215100	20320	RPS SS/SUBURBAN	0.00	25,435.90

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126286	01/10/22	3366	RALSTON PUBLIC SCHO	0136020215100	20320	RPS SS/SUBURBAN	0.00	25,435.90
TOTAL CHECK								0.00	84,070.44
9001	126287	01/10/22	5457	RMS VISUAL DESIGNS,	0136020110094	20340	RALSTON HIGH HS2202	0.00	1,595.00
9001	126288	01/10/22	3545	ROCHESTER MIDLAND C	0116420262000	20352	RPS MAINTENANCE KW	0.00	133.75
9001	126288	01/10/22	3545	ROCHESTER MIDLAND C	0116720262000	20352	RPS MAINTENANCE MOC	0.00	133.75
9001	126288	01/10/22	3545	ROCHESTER MIDLAND C	0116820262000	20352	RPS MAINTENANCE SEY	0.00	133.75
9001	126288	01/10/22	3545	ROCHESTER MIDLAND C	0126020262000	20352	RPS MAINTENANCE RMS	0.00	133.75
9001	126288	01/10/22	3545	ROCHESTER MIDLAND C	0136020262000	20352	RPS MAINTENANCE RHS	0.00	133.75
TOTAL CHECK								0.00	668.75
9001	126289	01/10/22	7067	SHELL FLEET PLUS	0180020271000	20626	RPS TRANSPORTATION	0.00	49.14
9001	126291	01/10/22	6439	SPARQ DATA SOLUTION	0180020258000	20735	RPS TECHNOLOGY VMAC	0.00	5,400.00
9001	126292	01/10/22	5589	SPECTRUM PAINT	0180020262000	20430	RPS MAINTENANCE VMA	0.00	89.31
9001	126293	01/10/22	7039	SPORTS FACILITY MAI	0126020262000	20430	RPS MAINTENANCE RMS	0.00	10,295.00
9001	126294	01/10/22	6009	STERLING COMPUTERS	0136020110080	20610	RPS TECH/HS AUTO202	0.00	874.05
9001	126295	01/10/22	7255	SYMMETRY ENERGY SOL	0136020261000	20621	RPS HIGH SCHOOL	0.00	892.34
9001	126295	01/10/22	7255	SYMMETRY ENERGY SOL	0126020261000	20621	RPS MIDDLE SCHOOL	0.00	176.04
9001	126295	01/10/22	7255	SYMMETRY ENERGY SOL	0136020261000	20621	RPS HIGH SCHOOL	0.00	1,731.90
9001	126295	01/10/22	7255	SYMMETRY ENERGY SOL	0116820261000	20621	RPS SEYMOUR	0.00	148.78
9001	126295	01/10/22	7255	SYMMETRY ENERGY SOL	0116820261000	20621	RPS SEYMOUR	0.00	156.99
9001	126295	01/10/22	7255	SYMMETRY ENERGY SOL	0116920261000	20621	RPS WILDEWOOD	0.00	236.76
9001	126295	01/10/22	7255	SYMMETRY ENERGY SOL	0116920261000	20621	RPS WILDEWOOD	0.00	237.25
9001	126295	01/10/22	7255	SYMMETRY ENERGY SOL	0126020261000	20621	RPS MIDDLE SCHOOL	0.00	230.43
TOTAL CHECK								0.00	3,810.49
9001	126296	01/10/22	7348	TK ELEVATOR CORPORA	0116420262000	20352	RPS MAINTENANCE KW	0.00	221.94
9001	126297	01/10/22	1138	TOTAL MARKETING, IN	0116720262000	20430	RPS MAINTENANCE MOC	0.00	54.50
9001	126298	01/10/22	2051	TRANE	0116720262000	20430	RPS MAINTENANCE MOC	0.00	132.78
9001	126298	01/10/22	2051	TRANE	0116720262000	20430	RPS MAINTENANCE MOC	0.00	30.06
9001	126298	01/10/22	2051	TRANE	0116920262000	20430	RPS MAINTENANCE WW	0.00	583.53
9001	126298	01/10/22	2051	TRANE	0116720262000	20352	RPS MAINTENANCE MOC	0.00	966.00
9001	126298	01/10/22	2051	TRANE	0116720262000	20430	RPS MAINTENANCE MOC	0.00	1,099.99
9001	126298	01/10/22	2051	TRANE	0126020262000	20352	RPS MAINTENANCE RMS	0.00	2,513.00
TOTAL CHECK								0.00	5,325.36
9001	126299	01/10/22	6755	TRED-MARK COMMUNICA	0116920110000	20734	RPS MAINTENANCE WW	0.00	166.25
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271000	20430	RPS TRANSPORTATION	0.00	275.00
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	366.24
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271000	20430	RPS TRANSPORTATION	0.00	523.65
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	-1,558.25
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	-898.75
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271000	20430	RPS TRANSPORTATION	0.00	-523.65

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORATION B	0.00	4,146.04
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	1,217.85
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	1,416.23
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	1,558.25
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271000	20430	RPS TRANSPORTATION	0.00	2,108.31
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	898.75
9001	126300	01/10/22	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	922.06
TOTAL CHECK								0.00	10,451.73
9001	126301	01/10/22	7481	A UNITED AUTOMATIC	0136020262000	20430	RPS MAINTENANCE RHS	0.00	325.00
9001	126302	01/10/22	5771	UNITE PRIVATE NETWO	0180020258000	20382	RPS TECHNOLOGY	0.00	416.29
9001	126303	01/10/22	2823	UNIV OF NEBRASKA AT	0116820110000	20111	RPS/SEY URBACH	0.00	12,400.00
9001	126303	01/10/22	2823	UNIV OF NEBRASKA AT	0116920110000	20111	RPS/WW FLANNERY	0.00	12,400.00
9001	126303	01/10/22	2823	UNIV OF NEBRASKA AT	0126020110000	20111	RPS/MS LOPEZ	0.00	12,400.00
9001	126303	01/10/22	2823	UNIV OF NEBRASKA AT	0116720110000	20111	RPS/MOCK VALAD& WES	0.00	24,800.00
TOTAL CHECK								0.00	62,000.00
9001	126304	01/10/22	7294	VACCINATION SERVICE	0180020699719	20610	RPS ADMIN/CO/VMAC	0.00	65.00
9001	126305	01/10/22	4832	VERIZON WIRELESS	0180020251000	20610	RPS PHONES 2	0.00	80.02
9001	126305	01/10/22	4832	VERIZON WIRELESS	0180020271000	20530	RPS TRANSPORTATION	0.00	102.24
9001	126305	01/10/22	4832	VERIZON WIRELESS	0180020340000	20610	RPS SS/STOLLEY IPAD	0.00	360.09
9001	126305	01/10/22	4832	VERIZON WIRELESS	0180020251000	20610	RPS VMAC MANAGEMENT	0.00	25.33
9001	126305	01/10/22	4832	VERIZON WIRELESS	0180020271200	20530	RPS TRANSPORTATION	0.00	460.08
9001	126305	01/10/22	4832	VERIZON WIRELESS	0180020251000	20610	RPS HOT SPOTS JOYCE	0.00	520.13
TOTAL CHECK								0.00	1,547.89
9001	126306	01/10/22	6317	VISION SERVICE PLAN	01	9409	RPS JANUARY 2022 PR	0.00	3,447.33
9001	126306	01/10/22	6317	VISION SERVICE PLAN	01	9409	RPS JANUARY 2022 PR	0.00	18.87
TOTAL CHECK								0.00	3,466.20
9001	126307	01/10/22	1268	VOSS LIGHTING	0116420262000	20430	RPS MAINTENANCE KW	0.00	16.56
9001	126307	01/10/22	1268	VOSS LIGHTING	0116820262000	20430	RPS MAINTENANCE SEY	0.00	16.56
9001	126307	01/10/22	1268	VOSS LIGHTING	0116920262000	20430	RPS MAINTENANCE WW	0.00	16.56
9001	126307	01/10/22	1268	VOSS LIGHTING	0126020262000	20430	RPS MAINTENANCE RMS	0.00	16.57
9001	126307	01/10/22	1268	VOSS LIGHTING	0136020262000	20430	RPS MAINTENANCE RHS	0.00	16.57
9001	126307	01/10/22	1268	VOSS LIGHTING	0180020262000	20430	RPS MAINTENANCE VMA	0.00	16.57
9001	126307	01/10/22	1268	VOSS LIGHTING	0116620262000	20430	RPS MAINTENANCE MEA	0.00	16.57
9001	126307	01/10/22	1268	VOSS LIGHTING	0116720262000	20430	RPS MAINTENANCE MOC	0.00	16.57
9001	126307	01/10/22	1268	VOSS LIGHTING	0116320262000	20430	RPS MAINTENANCE BLU	0.00	16.57
TOTAL CHECK								0.00	149.10
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS MIDDLE SCHOOL	0.00	219.58
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS BLUMFIELD	0.00	60.62
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS KAREN WESTERN	0.00	60.62
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS MOCKINGBIRD	0.00	60.62
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS SEYMOUR	0.00	60.62
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS WILDEWOOD	0.00	60.62
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS MEADOWS	0.00	60.63
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS ADMIN/VMAC/CO	0.00	749.72

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126308	01/10/22	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS HIGH SCHOOL	0.00	752.47
TOTAL CHECK								0.00	2,085.50
9001	126309	01/10/22	1286	WEST MUSIC COMPANY,	0116720110093	20610	MOCKINGBIRD MB20223	0.00	265.40
9001	126309	01/10/22	1286	WEST MUSIC COMPANY,	0116720110093	20610	MOCKINGBIRD MB20223	0.00	12.95
TOTAL CHECK								0.00	278.35
9001	126310	01/10/22	6719	WESTLAKE ACE HARDWA	0180020262000	20610	RPS MAINTENANCE VMA	0.00	16.57
9001	126310	01/10/22	6719	WESTLAKE ACE HARDWA	0180020262000	20610	RPS MAINTENANCE VMA	0.00	16.99
9001	126310	01/10/22	6719	WESTLAKE ACE HARDWA	0116420262000	20430	RPS MAINTENANCE KW	0.00	17.18
9001	126310	01/10/22	6719	WESTLAKE ACE HARDWA	0180020262000	20610	RPS MAINTENANCE VMA	0.00	33.11
9001	126310	01/10/22	6719	WESTLAKE ACE HARDWA	0180020262000	20430	RPS MAINTENANCE VMA	0.00	7.98
9001	126310	01/10/22	6719	WESTLAKE ACE HARDWA	0136020262000	20610	RPS MAINTENANCE RHS	0.00	9.99
TOTAL CHECK								0.00	101.82
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0116320262000	20352	RPS BLUMFIELD	0.00	40.00
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0116420262000	20352	RPS KAREN WESTERN	0.00	40.00
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0116620262000	20352	RPS MEADOWS	0.00	40.00
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0116720262000	20352	RPS MOCKINGBIRD	0.00	40.00
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0116820262000	20352	RPS SEYMOUR	0.00	40.00
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0116920262000	20352	RPS WILDEWOOD	0.00	40.00
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0126020262000	20352	RPS MIDDLE SCHOOL	0.00	50.00
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0136020262000	20352	RPS HIGH SCHOOL	0.00	50.00
9001	126311	01/10/22	6491	WHAT'S BUGGIN' YA	0180020262000	20352	RPS ADMIN/VMAC/CO	0.00	60.00
TOTAL CHECK								0.00	400.00
9001	126312	01/10/22	742	WILLIAM V MACGILL &	0116720213000	20610	MOCKINGBIRD MB20223	0.00	143.27
9001	126313	01/10/22	6757	WOODCRAFT OF OMAHA	0136020110012	20610	RALSTON HIGH HS2203	0.00	119.99
9001	126314	01/10/22	6866	ZTRIP NE	0180020271200	20510	RPS/SS TRANSPORTATI	0.00	2,278.40
9001	126316	01/10/22	7483	BENJAMIN S BILLESBA	0116620110000	20251	REIMBURSED 6 HOURS	0.00	1,890.00
9001	126317	01/10/22	4841	LAURA K. CARLOW	0136020241000	20333	REIMBURS10/1-12/15/	0.00	42.56
9001	126318	01/10/22	5688	CECILIA JEAN WILKEN	0180020221200	20333	REIMBUR10/18-12/14/	0.00	153.79
9001	126319	01/10/22	5114	CORRIE SUHR	0116320353500	20333	REIMBURS11/2-12/20/	0.00	8.57
9001	126319	01/10/22	5114	CORRIE SUHR	0116420353500	20333	REIMBURS11/2-12/20/	0.00	8.57
9001	126319	01/10/22	5114	CORRIE SUHR	0116620353500	20333	REIMBURS11/2-12/20/	0.00	8.57
TOTAL CHECK								0.00	25.71
9001	126320	01/10/22	4503	DONNA WHITE	0180020261000	20610	WILDEWOOD UNIFORMPA	0.00	71.82
9001	126321	01/10/22	5729	SARA BUSH	0116420120000	20333	REIMBUR11/15-12/21/	0.00	11.20
9001	126321	01/10/22	5729	SARA BUSH	0116820120000	20333	REIMBUR11/15-12/21/	0.00	11.20
TOTAL CHECK								0.00	22.40
9001	126322	01/10/22	5876	GINA R. YOWELL	0116620350000	20333	REIMBURSE11/2-30/20	0.00	12.65
9001	126322	01/10/22	5876	GINA R. YOWELL	0116720350000	20333	REIMBURSE11/2-30/20	0.00	13.99
9001	126322	01/10/22	5876	GINA R. YOWELL	0116320350000	20333	REIMBURSE11/2-30/20	0.00	13.99

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ACCOUNTING PERIOD: 5/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126322	01/10/22	5876	GINA R. YOWELL	0116820350000	20333	REIMBURSE11/2-30/20	0.00	8.66
9001	126322	01/10/22	5876	GINA R. YOWELL	0116920350000	20333	REIMBURSE11/2-30/20	0.00	10.66
9001	126322	01/10/22	5876	GINA R. YOWELL	0116420350000	20333	REIMBURSE11/2-30/20	0.00	6.65
TOTAL CHECK								0.00	66.60
9001	126323	01/10/22	7472	CARI L. GUZMAN	0116620110000	20610	MEADOWS CARDS FOR S	0.00	127.42
9001	126323	01/10/22	7472	CARI L. GUZMAN	0116620110000	20610	MEADOWS WRAPPING PA	0.00	15.00
TOTAL CHECK								0.00	142.42
9001	126325	01/10/22	6643	JODY L. MENEAR	0136020110000	20251	REIMBURSED 3 HOURS	0.00	1,023.00
9001	126327	01/10/22	6018	NEBRASKA ASSOCIATIO	0116620353500	20320	RPS STUDENT SERVICE	0.00	528.00
9001	126327	01/10/22	6018	NEBRASKA ASSOCIATIO	0116620353500	20320	RPS STUDENT SERVICE	0.00	-70.00
TOTAL CHECK								0.00	458.00
9001	126328	01/10/22	3150	CHRISTINE REDEMSKE	0116920353500	20333	REIMBUR11/29-12/22/	0.00	22.41
9001	126333	01/10/22	5993	ESU #3/METRO REGION	0180020251000	20610	RPS/BUSINESSOFFICET	0.00	264.56
TOTAL CASH ACCOUNT								0.00	615,019.67
TOTAL FUND								0.00	615,019.67

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ACCOUNTING PERIOD: 5/22

FUND - 06 - FOOD SERVICE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0616420310000	20340	RPS FOOD SERVICES	0.00	6,920.13
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0616820310000	20340	RPS FOOD SERVICES	0.00	7,612.15
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0636020310000	20340	RPS FOOD SERVICES	0.00	37,138.05
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0616920310000	20340	RPS FOOD SERVICES	0.00	10,495.54
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0616620310000	20340	RPS FOOD SERVICES	0.00	11,072.21
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0616720310000	20340	RPS FOOD SERVICES	0.00	12,571.58
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0616320310000	20340	RPS FOOD SERVICES	0.00	13,263.59
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0626020310000	20340	RPS FOOD SERVICES	0.00	16,262.32
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0680020310000	20340	RPS FOOD SERVICES	0.00	5,055.35
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0680020310000	20340	RPS FOOD SERVICES	0.00	1,185.50
9001	126290	01/10/22	5077	SODEXO, INC & AFFIL	0680020310000	20340	RPS FOOD SERVICES	0.00	556.25
TOTAL CHECK								0.00	122,132.67
9001	126305	01/10/22	4832	VERIZON WIRELESS	0680020310000	20530	RPS FOOD SERVICES	0.00	64.24
TOTAL CASH ACCOUNT								0.00	122,196.91
TOTAL FUND								0.00	122,196.91

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 08 - SPECIAL BUILDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126207	01/10/22	6959	BCDM ARCHITECTS	0880020262000	20450	RPS ADMIN/MOCKINGBI	0.00	147,740.63
9001	126226	01/10/22	7476	FITZPATRICK CONSTRU	0880020262000	20450	RALSTON PUBLICSCHOO	0.00	2,607.14
9001	126242	01/10/22	6193	KSB SCHOOL LAW	0880020262000	20450	RPS ADMIN CONSTRUCT	0.00	92.00
9001	126243	01/10/22	4768	LAMP RYNEARSON & AS	0880020262000	20450	RPS MOCKINGBIRD TOP	0.00	12,000.00
9001	126257	01/10/22	7482	MOODY'S INVESTORS S	0880020262000	20450	RALSTONPUBLICSCHOOL	0.00	32,000.00
9001	126258	01/10/22	6379	THE OMAHA WORLD-HER	0880020262000	20450	RPS ADMIN PROPOSALS	0.00	940.60
TOTAL CASH ACCOUNT								0.00	195,380.37
TOTAL FUND								0.00	195,380.37

SELECTION CRITERIA: transact.ck_date='20220110 00:00:00.000'
ACCOUNTING PERIOD: 5/22

FUND - 10 - COOPERATIVE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	126249	01/10/22	7131	JUST FOR KIDS, INC.	1080020215100	20320	RPS SUBURBAN SCHOOL	0.00	308.75
9001	126315	01/10/22	4420	AMANDA ELGERT	1080020215100	20333	REIMBUR11/22-12/21/	0.00	799.68
9001	126324	01/10/22	6055	LEAH D. MORGERA	1080020215100	20333	REIMBUR10/28-12/17/	0.00	226.07
9001	126326	01/10/22	6350	KIMBERLEE M MILLER	1080020215100	20333	REIMBUR11/22-12/21/	0.00	985.71
9001	126329	01/10/22	5158	SUSAN M. WAGNER	1080020215100	20333	REIMBURSE12/1-21/20	0.00	189.28
9001	126329	01/10/22	5158	SUSAN M. WAGNER	1080020215100	20333	REIMBURS8/10-9/30/2	0.00	480.48
9001	126329	01/10/22	5158	SUSAN M. WAGNER	1080020215100	20333	REIMBUR10/1-11/30/2	0.00	480.48
TOTAL CHECK								0.00	1,150.24
9001	126330	01/10/22	6516	KILEY M THALKEN	1080020215100	20333	REIMBURS9/17-12/22/	0.00	88.54
9001	126331	01/10/22	5094	TIARRA MCGOWAN	1080020215100	20333	REIMBUR11/22-12/21/	0.00	372.74
9001	126332	01/10/22	7457	SARAH E WINKLER	1080020215100	20333	REIMBUR11/19-1221/2	0.00	559.27
TOTAL CASH ACCOUNT								0.00	4,491.00
TOTAL FUND								0.00	4,491.00
TOTAL REPORT								0.00	937,087.95

Jennifer van Rooyen
17105 Briar Street
Omaha, NE 68136
Dec. 22, 2021

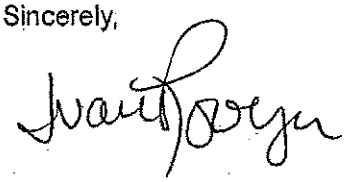
Dr. Michael Rupprecht
Ralston Public Schools
8545 Park Dr
Omaha, NE 68127

Dear Dr. Rupprecht

It is with regret that I tender my resignation from Ralston Public Schools, effective the end of the 2021-2022 school year.

I am grateful for having the opportunity to be a High School Science teacher for the past year and a half.

Sincerely,



Jennifer van Rooyen
Science Teacher
Ralston High School
jennifer.vanrooyen@ralstonschools.org
402-331-7373

Kendall May
16325 Erskine Street
Omaha, NE 68116

January 5th, 2022

Ralston Public Schools
8545 Park Drive
Ralston, NE 68127

Dear Dr. Adler and Ralston Board of Education,

Please accept this letter as a formal notice of my resignation as fifth grade teacher at Seymour Elementary School at the end of my contractual year. I am resigning from my position in order to stay home and raise my son who is due at the beginning of May.

I have grown tremendously as an educator during my four years in Ralston and am grateful for the opportunities I have received in this district. I hope to continue to serve the district in the future by substitute teaching.

Sincerely,

Kendall May

Kendall May

Ralston
PUBLIC SCHOOLS

Dr. Mark Adler
Superintendent
Mr. Jason Buckingham
Assistant Superintendent for Business
Dr. Cecilia Wilken
Assistant Superintendent for Learning

January 10th, 2022

Teacher Certification Office
P.O. Box 94987
Lincoln, NE 68509-4987

To Whom It May Concern:

The use of the local substitute teaching certificate has been approved by the board of education of the Ralston Public Schools. I request that you issue a local substitute teaching certificate to:

Jerilyn Buresh

(SSN withheld)

Sincerely,

Dr. Mark Adler, Superintendent
Ralston Public Schools

Ralston Public Schools
Board of Education Regular Meeting

Monday, December 13, 2021

The Ralston Public Schools Board of Education met in open and public session on December 13, 2021, at 6:00 pm. The meeting was held in the Virginia Moon Administrative Center, 8545 Park Drive, Ralston, NE. The District provided advanced notice by publication in *The Omaha Daily Record* and on the District's website, www.ralstonschools.org.

Call to Order
Board President, Ms. Mary Roarty, called the meeting to order at 6:00 pm.

Roll Call
The Board voted to excuse members, Mrs. Robin Richards and Dr. Jay Irwin. In addition to the Board members, those in attendance included Dr. Mark Adler, Mr. Jason Buckingham, Dr. Mike Rupprecht, Dr. Cecilia Wilken, and Mr. Jim Frederick. Motion to excuse Board members was made by Mrs. Liz Kumru and seconded by Mrs. Samantha Willey.

Mr. Riepe:	Yes
Mrs. Willey:	Yes
Mrs. Roarty:	Yes
Mrs. Kumru:	Yes

Consent Agenda
Consent agenda items included minutes from the November 22 meeting; November Financial Reports, November bills in the amount of $716,940.55 for the General Fund, and $69,326.70 for the Building Fund. Before the meeting, Mrs. Robin Richards and Mr. Merv Riepe reviewed the bills. The consent agenda also included the recommendation for the following teacher resignation to be accepted: Paige Todd - Seymour - 3rd/4th grade.

Motion to approve consent agenda made by Mrs. Liz Kumru and seconded by Mrs. Samantha Willey.

Mr. Riepe:	Yes
Ms. Roarty:	Yes
Mrs. Willey:	Yes
Mrs. Kumru:	Yes

BOARD DEVELOPMENT AND COMMUNICATION

Board Comments
Mrs. Liz Kumru recognized Meadows Elementary and the school's "All in Good News Show." She enjoyed watching the latest episode and thought it was a great way to share the good news with their school community. Mrs. Kumru also congratulated Ralston High School's drama department for their outstanding performance on their recent production. The students and drama teacher did great putting everything together in half the time. She also wanted to encourage others to support the department's fundraiser to help send students to drama clinics this summer. Mrs. Kumru also expressed her

sympathy and spoke about the school shooting in Oxford, Michigan. She was interested in learning more about the District's Emergency Management Procedures.

Mr. Merv Riepe started by saying how RPS seems to be listening and looking into ways to address teacher stress. He also referenced an opinion article in the Omaha World-Herald that talked about state tests scores that were recently released. Mr. Riepe asked about tutoring programs or using other resources to help with boosting scores. Dr. Adler and Dr. Wilken mentioned to Mr. Riepe that a further discussion and explanation about the NSCAS scores was coming up later on the agenda. To wrap up his comments, Mr. Riepe wanted to know more information on how the District handles refugees who enroll in our District and how we go about helping them with a potential language barrier.

Ms. Mary Roarty started her comments by thanking Dr. Wilken and others who have helped with the initial RPS Equity Survey for parents and students. She thought it was a great start in helping to provide baseline data to help with future work in this area. Ms. Roarty also thanked OneWorld Community Health Center and the RPS staff that helped with the recent youth vaccination clinics. She also mentioned the RHS Band Department and how great their competition trailer looks since being re-wrapped. Ms. Roarty also made congratulatory remarks about the recent theater production, winter sports, and the RHS girls wrestling team.

Seymour Elementary School Improvement Plan

Seymour Elementary Principal, Ms. Jody Blessen, provided an overview of their school improvement plan. She primarily focused on two of the three goals for the school: Goal #1 - All students will increase growth percentage in reading as measured by the NWEA MAP Assessment. Goal #2 - All students will increase growth percentage in math as measured by the NWEA MAP Assessment. Concerning Goal #1 & #2, Ms. Blessen talked about how her teachers work in PLC teams to design common formative assessments to make instructional decisions based on student data. She mentioned how much Seymour students are engaged in their MAP data and how each self-reflects and sets goals for themselves throughout the year.

Ms. Blessen also discussed how WIN Time is used to help with reaching the target areas in both Goal #1 & #2. Teachers at each grade level and from all departments each week look at student data about how they are performing. They come up with ways each of them can reteach a certain subject or lesson or find ways to further expand a student's knowledge.

The student data showed Seymour is currently right where they need to be or higher in their Math and Reading MAP goals.

Nebraska Student Centered Assessment System Pilot Overview

Dr. Cecilia Wilken presented an overview, comparison with MAP data, and the results of the Nebraska Student Centered Assessment System (NSCAS) pilot conducted during the spring semester of 2021. The presentation also included strategic priorities RPS will put into place to help with student performance moving forward.

The NSCAS Assessment pilot focused on ELA and Math for third through eighth-grade students. It also included a science pilot in fifth and eighth grade. The pilot assessment contained limited questions in comparison with a regular assessment. Also, different students answered different questions. The guidance RPS received encouraged us to test as many students as possible but did not require us to test all students due to the pandemic.

Since RPS was operating in a hybrid-learning model through the majority of the 2020-2021 school year, the NSCAS Assessment was treated as a pilot. The District put limited emphasis on goal setting and test preparation. We did test as many students as possible, but our remote learners were not required to take the assessment. The District also did not test newcomers.

Dr. Wilken was then able to inform the Board about the District MAP data and how this information provides a better picture of student performance in the classroom versus the information gathered from the NSCAS Assessment. RPS students take a MAP Assessment three times a year. The Map Assessment provides our educators with a valid and reliable norm-referenced assessment. It allows them to continuously monitor student growth and any learning gaps that may occur. RPS also has historical student MAP data from 2015 to the present, so we can see how a student or class has performed in different areas throughout the years. Another benefit to using our MAP data versus a one-time state assessment, is students and staff are familiar with the MAP assessment process, platform, and experience and can set individual and school growth goals associated with each assessment.

Dr. Wilken then informed the Board about the many ways the District has put measures in place to respond to some of the learning loss that has occurred because of the pandemic. Those include: re-familiarizing students with the school environment, routines, and expectations; emphasizing educators PLC collaboration and student WIN time; initial exploration of grading policies and procedures; creating common assessments related to major work in each grade level priority standards; the addition of phonemic awareness and phonics curriculum for PK and third-grade; during everyday teaching, RPS educators are addressing class wide gaps in certain areas and either explicitly reteaching or embedding core concepts into lessons; the initial implementation of the Freshman Academy at RHS; and the addition of staff for academic and social-emotional support.

Ralston High School Core System Integration Overview

Dr. Cecilia Wilken and Mrs. Jesse Tvrdy provided information on Ralston High School Core System updates for the 2022-2023 School Year. RPS recently conducted a time study that included a review of the PK-12 scheduling structure. When specifically looking at the high school, the District reviewed the A/B Block Schedule, Freshman Academy, WIN Time, Career Education Programming, and the homeroom structure. RPS is proposing to change the high school schedule next year, where all students would be on an A/B Modified Block schedule.

As the District considers this change, they have seen great outcomes come out of the Modified A/B Block schedule currently used in the RHS freshman class. In the Modified A/B Block system, students are assigned to specific Teacher Teams where they receive additional supports. Those supports include more consistent student/teacher relationships, through year instruction with the same teacher, and varying learning times.

The A/B Modified Block Schedule incorporates What I Need (WIN) Time. It is great for intervention, proper learning pacing, and can create extensions related to Career Education Programming.

Homeroom is also part of the Modified A/B Block schedule. It allows for mixed grade levels in each homeroom to create a better school-wide culture. Students can have the same teacher from ninth to twelfth grade.
They will not be sorted into homerooms based on career cluster or credit-bearing. Instead, homerooms will focus on relationships, team building, information/updates, and miscellaneous school-wide tasks/activities.

Dr. Wilken and Mrs. Tvrdy also provided an example of the Modified A/B Block Schedule.

A-Day: Periods 1-4, Homeroom (Monday) with 9-12th Graders
B-Day: Periods 5-8, WIN Time (Tuesday)
A-Day: Periods 1-4, WIN Time (Wednesday)
B-Day: Periods 5-8, WIN Time (Thursday)
A-Day: Periods 1-4, Early Release (Friday)

RPS Instructional Environment Overview

Dr. Adler and the District Health Team continue to monitor the health status of the community and inside of our schools.

District Bond Project Update

Bond Project Updates Include:

- Meetings with BCDM Architects for further development of Mockingbird plan.
- Meeting with Lamp/Rynearson regarding baseball and softball fields.
- Sold bonds due to high demand. Received a very good interest rate.
- Conducted tours with interested Construction Manager at Risk bidders at Blumfield, Meadows, and Wildewood Elementary Schools.
- Finished scoring rubric for Construction Manager at Risk rating process.
- Meeting with Mockingbird staff to receive feedback on new building design.

Government Relations Update

Reminder of the new legislative session starting in January.

NASB Update

The national NSBA Conference will be held in San Diego April 1-4, 2022.

Enrollment Update

Enrollments for the 2022-23 school year will begin January 3, 2022. Enrollment for Pre-K will open on February 7, 2022.

STANDARDS BASED SCHOOL IMPROVEMENT

District Copier Lease

At the November 22 meeting, Mr. Buckingham shared proposals from various companies to provide copier services for the District. The Board voted to approve the proposal from Bishop Business with a motion by Mr. Riepe and seconded by Mrs. Kumru.

Ms. Roarty:	Yes
Mr. Riepe:	Yes
Mrs. Kumru:	Yes
Mrs. Willey:	Yes

Construction Manager at Risk Selection Committee Appointment

On October 25th, the Board voted to approve the Construction Manager at Risk Resolution. At that time, the Board was still seeking a community member to serve on the committee. The Board voted to approve Mr. Nicholas Warner to serve on the Construction Manager at Risk Committee. Motion made by Mrs. Kumru and seconded by Mrs. Willey.

Mr. Riepe:	Yes
Mrs. Willey:	Yes
Ms. Roarty:	Yes
Mrs. Kumru:	Yes

2022-23 District Calendar

The Board voted to approve the 2022-2023 District calendar as presented with a motion made by Mrs. Kumru and seconded by Mrs. Willey.

Mrs. Willey:	Yes
Mr. Riepe:	Yes
Mrs. Kumru:	Yes
Ms. Roarty:	Yes

POLICY REVIEW

No policies were reviewed.

EXECUTIVE SESSION

The Board voted to move into Executive Session at 8:34 pm to discuss contract negotiations. Motion made by Mrs. Kumru and seconded by Mr. Riepe.

Mr. Riepe:	Yes
Mrs. Willey:	Yes
Ms. Roarty:	Yes
Mrs. Kumru:	Yes

Adjournment

The Board adjourned at 9:25 pm with a motion made by Mrs. Kumru and a second by Mr. Riepe.

Mrs. Willey:	Yes
Mrs. Kumru:	Yes
Mr. Riepe:	Yes
Ms. Roarty:	Yes

The next regular meeting is scheduled for January 10, 2022 at 6:30 pm.

_____
Ms. Mary Roarty, President

_____
Mrs. Liz Kumru, Secretary

Board of Education Legislative Goals
2021/2022
Ralston Public Schools Non-negotiables

- RPS will continue to cultivate a systems thinking approach to all school programs, business, and operations.
- RPS will continue to provide the needed resources that support the defined Board of Education strategic priorities.
- With a focus on equity, RPS will continue to refine and grow our academic and social emotional programs to meet the needs of all of our students.
- RPS will continue to deliver a wide array of outstanding activity programs to allow our students a well rounded school experience.
- RPS will continue to evaluate the effectiveness and efficiency of all programs and services and make adjustments as necessary.
- RPS will refine and grow our outreach programs and service expectations to to include a focus on Social Emotional Learning and Staff Self Care.
- With a focus on equity, RPS will research and identify further opportunities and initiatives to help all of our students to be college or career ready.

Board of Education Legislative Goals

- Continued emphasis that our students and education are a priority in Nebraska as well as advocate for local control and decision making.
- Continued emphasis of State Equalization Aid (TEEOSA) and the infusion of further dollars into the aid formula.
- Review, monitor, and potentially support legislation that identifies and increases different revenue mechanisms for public schools across Nebraska.
- Oppose any efforts to create a partisan State Board of Education or Commissioner of Education.
- Oppose tax cuts that endanger any part of the State's revenue stream.
- Monitor any legislation that adjusts property valuation.
- Increase Special Education Funding.
- Continue to support and enhance Learning Community Programs that serve at-risk and diverse student populations in Ralston and within the Metro Area.
- Support legislation to increase funding for early childhood programs.
- Encourage further adjustments to the needs formula within TEEOSA specifically ELL and poverty.
- Support systems, initiatives, and funding options to cultivate additional opportunities to enhance college and career readiness specifically in vocational or certification focused areas and paid student internships.
- Advocate for targeted programs and funding that support the "Whole Child" as it relates to students' social, emotional, and physical well being. (SEL)
- Oppose any legislation that advances charter schools or voucher systems that reduce funding and opportunities for public schools.
- Support school choice through the protection of net option funding.
- Support legislation addressing the impacts of the COVID-19 pandemic to include limiting school liability and increased funding and support for recovery learning efforts.

Board of Education Legislative Goals
2020/2021

Ralston Public Schools Non-negotiables

- RPS will continue to cultivate a systems thinking approach to all school business and operations through our defined strategic planning process.
- RPS will continue to provide the programs and services that support the defined strategic priorities as well as Cognia School Improvement and District Communications.
- RPS will continue to refine and grow our academic programs to meet the needs of all of our students.
- RPS will continue to deliver outstanding activity programs to allow our students a well rounded school experience.
- RPS will continue to evaluate the effectiveness and efficiency of all programs and services to meet the demands of a changing society.
- RPS will refine and grow our outreach programs and service expectations to all stakeholders to include a focus on Social Emotional Learning
- RPS will continue to offer a rich variety of research based instructional programs and curricular offerings to meet the needs of all learners.
- RPS will research and identify further opportunities and initiatives to help all of our students to be college or career ready.

Board of Education Legislative Goals

- Continued emphasis that our students and education are a priority in Nebraska as well as advocate for local control and decision making.
- Continued emphasis of State Equalization Aid (TEEOSA) and the infusion of further dollars into the aid formula.
- Oppose tax cuts that endanger any part of the State's revenue stream.
- Monitor any legislation that adjusts property valuation.
- Increase Special Education Funding.
- Continue to support and enhance Learning Community Programs that serve at-risk and diverse student populations in Ralston and within the Metro Area.
- Support legislation or the infusion of more funding for early childhood programs specifically programs serving students in high poverty high need areas. This may include the adjustment of the needs formula for pre-school students within TEEOSA
- Encourage further adjustments to the needs formula within TEEOSA specifically ELL and poverty. Are the current needs calculations in these areas addressing the increasing needs students and schools encounter?
- Support systems, initiatives, and funding options to cultivate additional opportunities to enhance college and career readiness specifically in vocational or certification focused areas.
- Advocate for targeted programs and funding that support the "Whole Child" as it relates to students' social, emotional, and physical well being. (SEL)
- Oppose any legislation that advances any initiative addressing charter schools or voucher systems that reduce funding and opportunities for public schools.

2022 Legislative Session*

January

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5 DAY 1	6 DAY 2	7 DAY 3	8
9	10 DAY 4	11 DAY 5	12 DAY 6	13 DAY 7	14 RECESS	15
16	17 HOLIDAY	18 DAY 8	19 DAY 9	20 DAY 10	21 DAY 11	22
23	24 DAY 12	25 DAY 13	26 DAY 14	27 DAY 15	28 DAY 16	29
30	31 DAY 17					

February

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1 DAY 18	2 DAY 19	3 DAY 20	4 RECESS	5
6	7 RECESS	8 DAY 21	9 DAY 22	10 DAY 23	11 DAY 24	12
13	14 DAY 25	15 DAY 26	16 DAY 27	17 DAY 28	18 RECESS	19
20	21 HOLIDAY	22 DAY 29	23 DAY 30	24 DAY 31	25 DAY 32	26
27	28 DAY 33					

March

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1 DAY 34	2 DAY 35	3 DAY 36	4 RECESS	5
6	7 RECESS	8 DAY 37	9 DAY 38	10 DAY 39	11 DAY 40	12
13	14 DAY 41	15 DAY 42	16 DAY 43	17 DAY 44	18 RECESS	19
20	21 RECESS	22 DAY 45	23 DAY 46	24 DAY 47	25 DAY 48	26
27	28 DAY 49	29 DAY 50	30 DAY 51	31 DAY 52		

April

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1 RECESS	2
3	4 RECESS	5 DAY 53	6 DAY 54	7 DAY 55	8 DAY 56	9
10	11 DAY 57	12 DAY 58	13 DAY 59	14 RECESS	15 RECESS	16
17	18 RECESS	19 RECESS	20 DAY 60	21	22	23
24	25	26	27	28	29	30

Federal & State Holidays

January 17 – Martin Luther King Jr. Day
February 21 - Presidents' Day

Legislative Recess Days

January 14
February 4, 7, 18
March 4, 7, 18, 21
April 1, 4, 14, 15, 18, 19

*The Speaker reserves the right to revise the session calendar.

2022 ADVOCACY HANDBOOK

FOR THE 2022 LEGISLATIVE SESSION

NASB'S LEGISLATIVE & LEADERSHIP INITIATIVES FOR 2022

AND A GUIDE FOR EFFECTIVE ADVOCACY

AS ADOPTED BY THE NASB DELEGATE ASSEMBLY ON NOVEMBER 19, 2021
FOR THE 107TH LEGISLATURE, 2ND SESSION

LEADERSHIP INNOVATION VISION ENGAGEMENT #liveNASB #weLIVEhere

The Nebraska Association of School Boards provides programs, services and advocacy to strengthen public education for all Nebraskans.

NASB
Nebraska Association of School Boards

WELCOME - WHAT IS YOUR ROLE

107TH LEGISLATURE, 2ND SESSION

CAN YOU REALLY MAKE A DIFFERENCE? YES YOU CAN!

No one is more qualified to talk about your school district, your community, and your needs related to providing a quality education than you! With your help, NASB is an advocate for public education and local school governance … and YOUR collective voice in the Legislature.

- NASB strives to serve its members to work as a team with legislators and state officials, to share the story of their district/ESU, to secure laws and regulations that benefit all of Nebraska's public schools, lobbying in support of your school board and local control.
- NASB is guided by a legislative agenda that is developed annually by YOU, initiated with submissions from YOU, and approved at the NASB's Delegate Assembly each November by YOU.

DID YOU KNOW: #weLIVEhere

79% of Nebraska's 1,700 locally elected School Board Members serve at or within 100 miles of where they graduated ... with 51% serving AT the district they graduated from.



You are a locally elected official and a community leader. As a school board member, you are in an excellent position to educate and influence the legislative process, and are seen as a key resource on education policy for your district.

We encourage all boards to include a legislative update as a part of each meeting, and to discuss/share key legislative information within your community. Advocacy is year-round, not just during the session itself. Bookmark the Government Relations page of www.NASBonline.org for updates and information, and make sure to utilize *NASB's Legislative Notes*, videos, NASB's Bills page and more, summarizing all of the pertinent items related to public education in Nebraska.

2022 LEGISLATIVE CALENDAR

January 5	2022 Legislative Session begins
January 20	Day 10: All new bills must be introduced by this date
January 30-31	Legislative Issues Conference
April 20	Day 60: Final Day of the 2022 Legislative Session
July 1	Call for Legislative Submissions for 2023 consideration due
November 18	2022 Delegate Assembly | Omaha

(All Dates are Tentative & Subject to Change)

TABLE OF CONTENTS

Welcome - What Is Your Role, Advocacy & Engagement	2-3
Your 2021-22 State Senators	4-5
Your 2022 NASB Legislation Committee	6
NASB Positions: What Does This Represent?	7
Your 2021 Legislative Resolutions	8
Your NASB Standing Positions	9-16

WHAT IS YOUR ROLE - ADVOCACY & ENGAGEMENT

107TH LEGISLATURE, 2ND SESSION

SHARE YOUR STORY!
KNOW YOUR DISTRICT'S DATA!
UNDERSTAND THE DATA THAT WILL MAKE A DIFFERENCE!

ASK YOURSELF: HOW CAN YOU BEST SHARE YOUR DISTRICT'S STORY?

LEGISLATORS CARE ABOUT YOUR OPINION.
REMIND THEM; YOU ARE THEIR NEIGHBOR.
VOTERS ALSO PUT YOU IN OFFICE.
YOU ARE GUARDIANS FOR THE STATE'S MOST PRECIOUS RESOURCE...CHILDREN.
YOU HAVE AN INFLUENTIAL ROLE IN YOUR COMMUNITY.
YOU KNOW BETTER THAN ANYONE THE EFFECT OF A DECISION.

UNDERSTAND THE DATA THAT WILL MAKE A DIFFERENCE

BUDGET
- Genera Fund Levy
- Building Fund Levy
- % of budget for Special Ed
- % of budget for administrative costs
- District valuation

KIDS
- % Kids on free/reduced lunch
- % of kids in ELL
- # of net option students
- Graduation rate

SCHOOL
- Enrollment
- # of kids in pre-school
- Average class size
- # of buildings

WHAT CAN NASB DO FOR YOU?

Assist you in preparing testimony, talking points, emails, or Op-Ed's; Facilitate Senator introductions and meetings in your district or the Capitol; Feature your district visits with Senators; Brief your board at a meeting in your community; And More ... Just ASK!

YOUR NASB LEGISLATIVE TEAM & RESOURCES

Colby Coash - Associate Executive Director, Director of Government Relations - ccoash@NASBonline.org
Matt Belka - Director of Marketing, Communications & Advocacy - mbelka@NASBonline.org
John Spatz - Executive Director - jspatz@NASBonline.org
Lindsey Wooton - Administrative Specialist - lwooton@NASBonline.org





Bookmark the "Government Relations" tab of www.NASBonline.org
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NASB Videos: "NASB Home / News & Resources / Videos"
Key Hashtags: #liveNASB #weLIVEhere





Nebraska Legislature: www.nebraskalegislature.gov
Senators Web Pages: www.nebraskalegislature.gov/senators

YOUR 2021-22 STATE SENATORS

107TH LEGISLATURE, 2ND SESSION



Sen. Julie Slama
District 1
Peru



Sen. Robert Clements
District 2
Elmwood



Sen. Carol Blood
District 3
Bellevue



Sen. Robert Hilkemann
District 4
Omaha



Sen. Mike McDonnell
District 5
Omaha



Sen. Machaela Cavanaugh
District 6
Omaha



Sen. Tony Vargas
District 7
Omaha
Former School Board Member



Sen. Megan Hunt
District 8
Omaha



Sen. John Cavanaugh
District 9
Omaha



Sen. Wendy DeBoer
District 10
Omaha



Sen. Terrell McKinney
District 11
Omaha



Sen. Steve Lathrop
District 12
Omaha



Sen. Justin Wayne
District 13
Omaha
Former School Board Member



Sen. John Arch
District 14
Papillion



Sen. Lynne Walz
District 15
Fremont



Sen. Ben Hansen
District 16
Blair



Sen. Joni Albrecht
District 17
Thurston



Sen. Brett Lindstrom
District 18
Omaha



Sen. Mike Flood
District 19
Norfolk



Sen. John McCollister
District 20
Omaha



Sen. Mike Hilgers
District 21
Lincoln



Sen. Mike Moser
District 22
Columbus



Sen. Bruce Bostelman
District 23
Brainard



Sen. Mark Kolterman
District 24
Seward
Former School Board Member



Sen. Suzanne Geist
District 25
Lincoln

YOUR 2021-22 STATE SENATORS

107TH LEGISLATURE, 2ND SESSION



Sen. Matt Hansen
District 26
Lincoln



Sen. Anna Wishart
District 27
Lincoln



Sen. Patty Pansing Brooks
District 28
Lincoln



Sen. Eliot Bostar
District 29
Lincoln



Sen. Myron Dorn
District 30
Adams



Sen. Rich Pahls
District 31
Omaha



Sen. Tom Brandt
District 32
Plymouth



Sen. Steve Halloran
District 33
Hastings



Sen. Curt Friesen
District 34
Henderson



Sen. Raymond Aguilar
District 35
Grand Island



Sen. Matt Williams
District 36
Gothenburg



Sen. John Lowe
District 37
Kearney



Sen. Dave Murman
District 38
Glenvil
Former School Board Member



Sen. Lou Ann Linehan
District 39
Elkhorn



Sen. Tim Gragert
District 40
Creighton
Former School Board Member



Sen. Tom Briese
District 41
Albion
Former School Board Member



Sen. Mike Groene
District 42
North Platte



Sen. Tom Brewer
District 43
Gordon



Sen. Dan Hughes
District 44
Venango
Former School Board Member



Sen. Rita Sanders
District 45
Bellevue



Sen. Adam Morfeld
District 46
Lincoln



Sen. Steve Erdman
District 47
Bayard
Former School Board Member



Sen. John Stinner
District 48
Gering
Former School Board Member



Sen. Jen Day
District 49
Gretna



Gov. Pete Ricketts

YOUR 2022 NASB LEGISLATION COMMITTEE

107TH LEGISLATURE, 2ND SESSION



Kim Burry, Chair
NASB President-Elect
Bayard



Brad Wilkins
NASB President
Ainsworth



Sandy Noffsinger
NASB Vice President
Dundy County Stratton



Member 1
Shavonna Holman
Omaha
Term Ends 2022



Member 2
Jane Erdenberger
Omaha
Term Ends 2024



Member 3
Spencer Head
Omaha
Term Ends 2022



Member 4
Connie Duncan
Lincoln
Term Ends 2024



Member 5
Kathy Danek
Lincoln
Term Ends 2022



Member 6
Amanda McGill Johnson
Millard
Term Ends 2024



Member 7
Sarah Centineo
Bellevue
Term Ends 2022



Member 8
Beth Morrissette
Westside
Term Ends 2024



Member 9
Skip Altig
North Platte
Term Ends 2022



Member 10
Marla Grier
South Sioux City
Term Ends 2024



Member 11
Laura Schneider
Hastings
Term Ends 2022



Member 12
Ryne Seaman
Seward
Term Ends 2024



Member 13
Suzanne Sapp
Ashland-Greenwood
Term Ends 2022



Member 14
Lisa Wagner
Central City
Term Ends 2024



Member 15
Steve Koch
Hershey
Term Ends 2022



Member 16
Jim Vlach
Lyons-Decatur
Term Ends 2024



Member 17
Christopher Waddle
Giltner
Term Ends 2022



Member 18
Judy Thompson
ESU 16
Term Ends 2024



Appointed Member
Lisa Albers
Grand Island
Term Ends 2022



Appointed Member
Jayson Bishop
Perkins County
Term Ends 2022



Appointed Member
Drew Blessing
Kearney
Term Ends 2022



Appointed Member
Steve Blocher
West Point
Term Ends 2022



Appointed Member
Kyle Fisher
Springfield Platteview
Term Ends 2022



Appointed Member
Stacie Higgins
Nebraska City
Term Ends 2022



Appointed Member
Amie Kopcho
York
Term Ends 2022



Appointed Member
Stephanie Summers
David City
Term Ends 2022

NASB POSITIONS ENCLOSED

107TH LEGISLATURE, 2ND SESSION

The Nebraska Association of School Boards is the only state organization created by school board members to represent the interests of school board members.

Your Association's legislative agenda is initiated each year with the submission of local board proposals.

The NASB Legislation Committee reviews all proposals, and then submits its recommendations to the NASB Board of Directors.

The Board can then review and amend the submissions before presenting them to the NASB Delegate Assembly.

The Delegate Assembly gives each member school district a voice in shaping the agenda of NASB.

Standing Positions remain in effect until they are repealed by the Assembly.

Legislative Resolutions are in effect for one year only.

WHAT DOES THIS REPRESENT?

The statements you read inside the pages of this book represent a set of belief statements which guide NASB's government relations efforts. These words guide our lobbying efforts at the State Capitol, with the State Board of Education and NDE, as well as with our representatives in Washington, D.C.

While this work represents an effort to describe an issue or condition to be addressed, rarely is a bill written in such plain language. Actual legislative bills are a blend of several ideas (or perhaps a good idea, and a substantial price tag). Hence, when NASB analyzes how we will testify on a bill, we take into account a number of factors, including regular reviews by the Legislation Committee which offer guidance on the course corrections necessary to navigate the turbulent amendment process.

YOUR 2021 LEGISLATIVE RESOLUTIONS

107TH LEGISLATURE, 2ND SESSION

. . . as approved by the Legislation Committee on July 16, 2021
. . . and approved by the Board of Directors on August 21, 2021
. . . and submitted to the Delegate Assembly on November 19, 2021

Resolutions are statements of intended and desired legislative action on items of current needs or problems. Resolutions are in effect for one year and direct the organization and its staff in their legislative efforts with each annual session of the Legislature. All resolutions submitted are presented for consideration and action. The Delegate Assembly shall receive, consider, and act upon legislative resolution proposals submitted to it by the Legislation Committee and the Board of Directors.

LEADERSHIP INNOVATION VISION ENGAGEMENT #liveNASB #weLIVEhere

CREATING A VISION FOR NEBRASKA'S FUTURE

NASB will lead and support the creation of a vision that revises tax policy and invests state resources for Nebraska's future.

EDUCATION PROGRAM OPPORTUNITIES

NASB believes that each student should have access to a challenging instructional program which is relevant and prepares him or her for work or further education.

EXPAND USE OF QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND

NASB supports the expansion of the Qualified Capital Purpose Undertaking Fund to include modifications for student and staff security including cyber security.

HEALTHY CULTURES & RESILIENCY IN SCHOOLS

NASB will support leveraging its infrastructure and resources to support a healthy culture in schools. NASB will align with others to develop "resilient" school districts with programs to support both staff and students.

MENTAL & BEHAVIORAL HEALTH

NASB will support legislative efforts to provide services related to mental and behavioral health to school-age children across Nebraska.

SUPPORT OF EARLY CHILDHOOD PROGRAMS IN THE COMMUNITY

NASB will support early childhood education programs at the community level, which may include redefining economic development programs to include early childhood infrastructure development for communities and will support early childhood programs as an element in community comprehensive plans.

SUPPORT THE COLLECTION AND USE OF RELEVANT DATA

NASB encourages boards to use data to support its district strategic plan and goals. NASB supports collaborating with the state and other organizations in the collection and use of relevant data. NASB will identify data it can capture to help inform boards and, if necessary, support legislation to create data sources.

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

. . . as approved by the Legislation Committee on July 16, 2021
. . . and approved by the Board of Directors on August 21, 2021
. . . and submitted to the Delegate Assembly on November 19, 2021

Standing positions are statements of policy and purpose which are developed and maintained over time.
They are considered annually by the Delegate Assembly, and remain in effect until they are actively removed.

LEADERSHIP INNOVATION VISION ENGAGEMENT #liveNASB #weLIVEhere

BELIEF STATEMENTS FOR AN EFFECTIVE BOARD

S-1 — BOARD DEVELOPMENT
NASB encourages boards of education to take part in board in-service and development programs and to budget funds for such programs. (1995)

S-2 — BOARD RECOGNITION
NASB believes the service of school boardsmanship is fundamental to participatory democracy and deserves recognition collectively and individually from state and local communities. (prior to 1995)

S-3 — BUSINESS AND EDUCATION PARTNERSHIPS
NASB encourages boards of education to develop mutually beneficial partnerships with business to ensure mutual understanding and cooperation.(1995)

S-4 — COLLABORATIVE SERVICES TO YOUTH
NASB urges collaborative linkages between schools and other public and private agencies that serve children. (prior to 1995)

S-5 — LEADERSHIP TEAM
NASB believes that each board of education should create an administrative leadership team, which should include all supervisory and managerial employees including the superintendent and board members. (prior to 1995, amended 2007)

S-6 — PARENT INVOLVEMENT
NASB urges boards of education to support partnerships between parents and schools that encourage parent involvement in the education process. (1997)

S-7 — POLICY
NASB considers it imperative that boards of education adopt clearly defined, flexible policies after input from the administration, parents, employees, and other interested parties. Policies, based on a clear understanding of the education process, should be thoroughly reviewed annually. The execution of policy is the responsibility of professional administrators and staff. (prior to 1995)

S-8 — USE OF ACCOUNTABILITY DATA FOR SCHOOL IMPROVEMENT
NASB supports using school accountability data to determine potential strategies/resources for helping schools improve. We support the concept of growth or learning mindset which suggests that school effectiveness is assessed as an improvement process. Our perspective is that all schools in Nebraska are important and have opportunities to become more effective as quality educational systems. (2020)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

CONDITIONS OF CHILDREN

S-9 — ABUSE OF ALCOHOL, TOBACCO, & OTHER DRUGS
NASB supports efforts by boards of education and state and national officials to strictly enforce policies regarding the sale, use or possession of illegal drugs including methamphetamine, marijuana, THC products and synthetic equivalents of THC and marijuana, alcohol, tobacco, nicotine products, vapor products (including e-cigarettes), and any products intended by appearance or effect to replicate tobacco products on school property. The designation of "drug free zones" near schools is also urged. (prior to 1995, amended 2015)

S-10 — AT-RISK STUDENTS AND THE ACHIEVEMENT GAP
NASB recognizes that there are many children and youth who are experiencing special difficulties in achieving high education standards. NASB supports increased funding to help close the gap in educational opportunity and educational achievement, and urges boards of education to work with, and obtain increased funding from the state Legislature, as well as state and federal education agencies to assist at-risk children and youth in making adequate educational progress. (prior to 1995, amended 2009)

S-11 — COOPERATION WITH HHS
NASB supports legislation which mandates cooperation and consultation with school districts as it relates to the placement of children under the custody of DHHS. Comprehensive information about a child's educational needs should be shared with a school district prior to the placement of a student in a new school district. (2020)

S-12 — EARLY CHILDHOOD EDUCATION
NASB supports quality early childhood education programs accessible to all children and advocates programs that provide age-appropriate activities to prepare children for school. (prior to 1995)

S-13 — ENROLLMENT OPTION; HOMEBOUND STUDENTS
NASB supports legislation stating that when an option student becomes homebound, the school district in which the student resides assumes full responsibility for educating the student. (1998, amended 2016)

S-14 — ENROLLMENT OPTION LIMITATION
NASB supports legislation returning option students to the resident school district if the option district must contract with another school district or agency for the educational services needed by the student. (1996, amended 2016)

S-15 — LIABILITY FOR MEDICATION ADMINISTRATION
NASB supports legislation that would limit the liability of a school district and school district representatives for the administering of prescription medication to students. (1999, amended 2013, 2016)

S-16 — NUTRITION EDUCATION/STUDENT WELLNESS
NASB believes that wellness programs for schools should emphasize healthy lifestyles and eating habits, mindful of all eating disorders, as well as obesity. (2004)

S-17 — SAFE SCHOOL ENVIRONMENT
NASB supports efforts to provide a school environment that is free from weapons, harassment, bullying, violence, drugs (including alcohol and tobacco), and other factors which threaten the safety of students and staff. (1997, amended 2012)

S-18 — STATEWIDE POVERTY/TRAUMA FUNDING
NASB recognizes the growing number of public school students across the state that are living in impoverished conditions and/or with traumatic experiences. NASB supports the use of research-based science to strengthen policy, program design and funding that targets those impacted by persistent poverty and/or trauma. (2017)

S-19 — STUDENT DISCIPLINE
NASB opposes legislative mandates related to student discipline. NASB supports student discipline as an essential, mutual responsibility of parents, teachers, and administrators, with final responsibility resting with school boards. (1999, amended 2019)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

CURRICULUM & INSTRUCTION

S-20 — ACCESS TO EQUAL EDUCATION OPPORTUNITIES
NASB supports equal educational opportunities for all students, regardless of their race, wealth or family circumstance, and urges the Legislature, the State Department of Education, and boards of education to remove all barriers that may prevent any child from having full access to such education opportunities. (1995, amended 2009)

S-21 — ACHIEVEMENT TEST SCORE USE
NASB opposes the use of test scores for the comparison of school districts or for the ranking of schools. (1998)

S-22 — ASSESSMENT OF STUDENT LEARNING
NASB supports multiple approaches to assess student learning, with decisions on assessment made at the local district level, and opposes a single "high-stakes" testing procedure. (2001)

S-23 — CULTURAL DIVERSITY
NASB urges all boards of education to support and implement curriculum which recognizes cultural diversity and enhances the knowledge of students about various ethnic and cultural backgrounds. (prior to 1995)

S-24 — CURRICULUM ADOPTION
NASB opposes legislative mandates addressing curriculum and testing. NASB supports the adoption of curriculum by local school boards and the State Board of Education. (2019)

S-25 — RESPONDING TO SPECIAL EDUCATION COSTS
NASB supports legislative efforts to give school districts that incur unforeseeable additional special education expenses assistance to alleviate cash flow problems. (2005)

S-26 — STUDENT EXPRESSION
NASB supports the authority of the local boards of education and school administration to regulate the content of school-sponsored publications and curriculum. (1997, amended 2009)

S-27 — TECHNOLOGY
NASB supports equal access to current technology for all school districts so they may engage all students in the curriculum, to equip them for an increasingly technological society and job market, and to provide them greater access to education services. (prior to 1995)

FUNDING & FINANCE

S-28 — ACCOUNTING OF FUNDS
NASB supports transparent accounting and full disclosure of all funds received and expended for public education consistent with federal regulations. (2005)

S-29 — BUDGET LID: GROWTH FACTOR
NASB supports legislation which would establish an education expenditures "growth factor" which reflects the actual cost of providing a public education for school districts, learning communities, and ESUs. (2001, amended 2008)

S-30 — COMPENSATION FOR STATEWIDE STANDARDS & ASSESSMENTS
NASB supports adequate funding to compensate school districts/ESUs for the cost of implementing and managing the statewide learning standards and assessments. (2008, amended 2009, 2013)

S-31 — ELIMINATION OF BUDGET RESERVE LIMITS
NASB supports legislation that eliminates reserve limitation in the Tax Equity and Educational Opportunities Support Act and in debt service funds. (2000, amended 2001)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

S-32 — ELIMINATION OF EXPENDITURE LIMITATION
NASB supports legislation eliminating the limitation on general fund expenditures. (2000, amended 2011)

S-33 — ESU CORE SERVICES FUNDING
NASB supports legislation to adequately fund Educational Service Units in a manner that allows successful implementation of statewide educational initiatives that are developed by law in conjunction with the Nebraska Department of Education. (2009, amended 2015)

S-34 — FINANCING CAPITAL IMPROVEMENTS
NASB supports adequate funding for school districts and ESUs for maintenance or replacement of our rapidly deteriorating facilities. (1997, amended 2015)

S-35 — FISCAL POLICY
NASB believes the Governor and Legislature must work together to create fiscal policy that will adequately fund public education statewide based upon the needs of students and not driven by a pre-set allocation of funds for education regardless of need. Nebraska demographics and student needs are dynamic, as are the changing education standards required to be competitive nationally and internationally. To meet this challenge, fiscal policy would be built upon a broad base with the lowest possible rates to provide stability in the tax base and revenue stream, provide local government with the tools to generate adequate financial resources, yet equalize financial support among taxpayers, and assure the principle of uniform assessment. (prior to 1995, amended 2009)

S-36 — FOR-PROFIT ENTITIES OPERATING IN TAX-EXEMPT ZONES
NASB supports legislation to ensure equitable tax payments by for-profit business ventures operating on publicly owned or otherwise exempt property. (2003)

S-37 — FUNDING OF MANDATED PROGRAMS
NASB urges full funding by the state and federal governments at statutory levels of all programs, standards, activities, and services mandated to public schools and ESUs by the Legislature and Congress, and further urges that any unfunded mandates allow authority for supplementary appropriations or outside levy lid funding. (1997, amended 2012, 2017, 2019)

S-38 — FUNDING: SCHOOL DISTRICT INFRASTRUCTURE, SITE PURCHASES AND BUILDING OPERATING EXPENSES
NASB supports legislation that would provide an alternative to property taxes for financing facility development, maintenance, and operation. (2003)

S-39 — GENERAL FUND RESERVE LIMIT EXCEPTION
NASB supports legislation that would not allow school districts to be penalized or state aid to be adjusted, to a school disadvantage, when any type of error or correction is made in calculating the state aid formula. (1999, amended 2016)

S-40 — INCLUDING GIFTS, DONATIONS, OR FOUNDATION FUNDS AS RECEIVABLES
NASB opposes the inclusion of gifts, endorsements, donations, or foundation expenditures that are not regular operating expenses in the calculation of receivables in the state aid formula. (2000)

S-41 — K-12 SCHOOL TRUST LAND AND PERMANENT SCHOOL FUND
NASB opposes reduction of any assets of the school trust or diversion of the Permanent School Fund. (prior to 1995, amended 2010)

S-42 — LEGISLATION IMPLEMENTATION
NASB supports the concept that any legislative bill that limits financial resources, or requires additional financial resources, is done within a timeframe that will not negatively affect the school's ability to prepare their budget. (1997, amended 2015, 2017, 2019)

S-43 — LEGISLATIVE REVIEW OF STATUTORY DEADLINES
NASB urges legislative review of the conflicting mandatory deadlines that affect school revenues and expenditures. (2011)

S-44 — PROPERTY TAX REFORM/RELIEF
Any legislative discussion on property tax and distribution of state aid should include participation from school board and ESU board members. (2015)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

S-45 — REVENUE REDUCTIONS FOR SCHOOL DISTRICTS AFFECTED BY PROPERTY VALUATION LOSSES
NASB supports legislation that would create a hold harmless effect for districts which experience a decrease in valuation. (2004)

S-46 — SCHOOL DISTRICT OPTIONS IN DEALING WITH LARGE, UNANTICIPATED REVENUES
NASB supports legislation giving school boards options in dealing with large, unanticipated revenue increases in order to minimize fluctuations in state aid. (2000)

S-47 — SPECIAL BUILDING FUND TAX LEVY EXCLUSION
NASB supports amending the Nebraska Statutes that address budgeting and spending lid restrictions to allow school districts the ability to utilize up to fourteen cents of the Special Building Fund tax levy outside of the budgeting and spending lid restriction so that districts can plan for and fund capital improvement projects, building repairs and upgrades, and school district infrastructure needs. (2007, amended 2020)

S-48 — STATE FUNDING SYSTEM
NASB supports a stable, predictable, equitable, and adequate statewide education funding system that honors the Legislature's commitment to provide for free instruction in the common schools of this state, as guaranteed by the Nebraska Constitution, by prioritizing education funding in the state budget, and that:

- Invests in the education of all Nebraska public school children;
- Establishes a state fund or funding mechanism that assists Nebraska public schools with the costs of maintaining and constructing facilities;
- Reduces our dependence on local property taxes by drawing revenue from multiple funding sources;
- Promotes the responsibility of locally elected school boards to make sound, transparent school budget decisions;
- Provides funding in a timely and predictable manner;
- Includes the principle of equalization;
- Funds the total excess allowable costs for special education and support services; and
- Recognizes that a long-term solution to education funding will require an ongoing, collaborative effort to execute a vision and strategic plan to grow and diversify our economy. (1997, amended 2009, 2018)

S-49 — USE OF A UNIFORM VALUATION CALCULATION TO DETERMINE LOCAL RESOURCES AND STATE AID
NASB supports a property tax assessment system that utilizes uniform accounting practices to determine the property valuation number from which local and state officials can calculate both the local resources available to fund schools from property taxes, and the resulting calculation of state aid payments to school districts. (2003)

S-50 — VOUCHERS AND TAX CREDITS
NASB opposes any attempt to amend or circumvent the Nebraska and United States Constitutions to permit the use of public funds for the support, either direct or indirect, of schools not controlled by the public at large. NASB opposes any state or federal legislation allowing either tax credits or vouchers for children, or the parents or guardians of children attending nonpublic schools. or donors to scholarship funds for non-public education. (prior to 1995, amended 2020)

GOVERNANCE & STRUCTURE

S-51 — ACCOUNTABILITY
NASB believes that boards of education are accountable to students, parents, taxpayers, and employees for providing education programs, striving for education excellence, identifying education needs, adopting clearly defined written policies, measuring the success of instruction programs, and interpreting and disseminating information to the public through a public relations plan. (prior to 1995)

S-52 — ALLIED SCHOOLS
NASB opposes legislation that would mandate the formation of an allied system of school districts. (2014, amended 2016)

S-53 — AMEND OPEN MEETINGS ACT FOR EVALUATIONS
NASB supports legislation to allow boards to go into executive session to discuss superintendent evaluations and/or for the narrowing down of superintendent candidates. (2017)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

S-54 — AUTHORITY OF SCHOOL BOARDS
NASB supports the authority of boards of education to effectively govern and execute their statutory responsibilities. (1997, amended 2015)

S-55 — CHARTER SCHOOLS
NASB believes that any charter schools, or the like, involved with any aspect of K-12 education be authorized by a public school district, be located within the boundaries of such public school district and be accountable to the authorizing district for their student achievement, finances and operations. (1998, amended 2015)

S-56 — DUTIES OF SCHOOLS
NASB believes that the primary function of Nebraska schools should be the education of students and that the Legislature should be discouraged from placing duties on school districts which are not directly related to education. (prior to 1995)

S-57 — E-MEETINGS - FULLY-IMPLEMENTED OR PARTIAL ALLOWABLE ATTENDANCE
NASB supports legislation which allows for school board members to participate in school board meetings via electronic means while still maintaining a quorum when necessitated for the health and safety of the board and public. Virtual meetings cannot impede the public's ability to participate. (2020)

S-58 — EDUCATIONAL SERVICE UNIT GOVERNANCE
NASB supports governance of ESUs by elected boards and supports local determination of specific mechanisms of that governance. (2005)

S-59 — EDUCATIONAL SERVICE UNIT REORGANIZATION
NASB supports the continuation of ESUs as an effective means of delivering educational services to school districts and their students. Any reforms would provide for a statutory hold harmless provision in the distribution formula for Core Service funding when an Equity Unit reorganizes with any other ESU, and must be mindful of ESUs' essential role of delivering direct services and being responsible to the local school districts they serve. (2004, amended 2005)

S-60 — INTERACTIVE REMOTE COMMUNICATION TECHNOLOGY (TELEVIDEO)
NASB urges the legislature to provide updated rules and procedures so patrons are able to readily testify at legislative hearings via televideo (interactive remote communication technology) on a regular, ongoing basis to allow for a more equitable opportunity for the public to participate in the legislative process. (2017)

S-61 — ORGANIZATION
NASB opposes legislation that would mandate consolidation of districts or administration. NASB favors cooperation between school districts as well as ESUs to remove all barriers and penalties to promote orderly and voluntary reorganization into more efficient governing and administrative units to best serve the educational needs of Nebraska's children. (prior to 1995, amended 2008, 2015, 2017, amended 2019)

S-62 — PERSONAL LIABILITY
NASB opposes unnecessary laws which make individual members of a governing board of a political subdivision personally liable for damage judgements which result from lawsuits filed against the political subdivision. (prior to 1995, amended 2015)

S-63 — PUBLICATION OF MINUTES, RECEIPTS, & EXPENDITURES
NASB supports removing the requirement to publishing hearing notices and meeting minutes in public newspapers and supports the use of alternative means to communicate board activity. (2020)

S-64 — RESTRICTION OF RESOURCES AND BOARD RESPONSIBILITIES
NASB supports legislation allowing local boards to function as elected officials and to continue to establish policies, including finance policies, as representatives of the constituents who elected them. (1997)

S-65 — SCHOOL ACTIVITIES
NASB supports direct involvement by boards of education in the governance and activities of the Nebraska School Activities Association. (prior to 1995)

S-66 — SCHOOL CALENDARS
NASB opposes state mandated uniform opening and closing dates for local school districts. (prior to 1995)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

PROFESSIONAL STANDARDS & EMPLOYEE RELATIONS

S-67 — ACTIVITY ASSIGNMENTS
NASB opposes legislation that would require a separate written employment contract for coaching or any other activity assignment that would require that a person be notified by a specified date of the termination of an assignment for the following year. (1999)

S-68 — COMPENSATION
NASB will support a concept of compensation for teachers which is not based solely upon the experience and education attainment of teachers as found on standard salary schedules. (1995)

S-69 — CRIMINAL BACKGROUND CHECKS
NASB supports legislation which would aid public schools and ESUs in obtaining criminal background history information on prospective and current employees, and personnel provided through any contract service provider or anyone working on school property. (1999, amended 2006)

S-70 — EMPLOYEE BONUSES AND INCENTIVES
NASB supports legislation creating a comprehensive plan to recruit, retain and reward highly qualified individuals for teaching professions throughout the state, including offering incentives to encourage employees to sign a contract of employment. (2001, amended 2015)

S-71 — EMPLOYEE SUPPORT
NASB recognizes the need to support district employees with their health and supports initiatives that provide for the physical and mental wellness of all school employees. (2020)

S-72 — MEDICAL INSURANCE
NASB supports the concept of exploring alternatives to the costs of health insurance for the purpose of assuring the greatest allocation of our financial resources to education programs and services for children. (prior to 1995, amended 2003)

S-73 — RECOGNITION
NASB urges local school boards to develop and implement programs which recognize individuals for significant accomplishments and community service, experience, and competency. (prior to 1995, amended 2014)

S-74 — RETIREMENT
NASB supports legislation to assure a retirement system that is sound, adequate, and sustainable for school districts and ESUs. (prior to 1995, amended 2012)

S-75 — SCOPE OF BARGAINING
NASB believes negotiations with employees should be limited to matters of employee salaries and fringe benefits, and opposes any attempt to broaden the scope of negotiations to include matters of policy and management rights. (prior to 1995)

S-76 — STAFF DEVELOPMENT AND EVALUATION
NASB supports in-service training, enrichment programs, and continuing education for professional staff. Regular evaluations of performance, competency in the subject areas, and demonstrated ability to instruct or manage, in part as shown through student performance, should be conducted to promote professional growth. (1995)

STATE POLICY

S-77 — ADVISORY GROUPS
NASB requests that there be board of education representatives on all government commissions, councils, and committees which could have an impact on local school district policy or finance. (1995)

S-78 — CHOICE AND AFFILIATION
NASB supports the concepts of choice and affiliation among public schools as a means to maximize education opportunity. NASB believes any such program should result in the least amount of disruption and uncertainty for the affected school districts. (1995)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

S-79 — CONSTITUTIONAL RIGHTS & RESPONSIBILITIES
NASB, and school board members, fully supports the U.S. Constitution and the rights and responsibilities embodied within it. NASB therefore supports education and behavior that teaches and models expression of these rights and responsibilities. (2009, amended 2015)

S-80 — CORPORATE SPONSORSHIPS IN SCHOOLS
NASB opposes restrictions on school districts' ability to exercise their best judgment in entering into corporate sponsorship agreements. (2004)

S-81 — EDUCATIONAL SERVICE UNITS
NASB supports Educational Service Units as an effective and efficient means to provide educational services to local school districts. ESUs should be responsible to the local school boards they serve. (1997)

S-82 — GUIDING THE P-16 EFFORT: 21ST CENTURY SKILLS
NASB urges state and local policymakers to forge a new working relationship in redesigning Nebraska's public education system for the 21st century, with a focus on improving student achievement and holding each level of the system accountable, from preschool through post-secondary education or training, in a manner that:

a) Promotes multi-level communication and interaction between all P-16 partners to enhance student academic success;
b) Offers all students a rigorous developmentally-appropriate curriculum designed to provide opportunities and choice, regardless of the post-secondary path they choose;
c) Engages the assets of the full community;
d) Utilizes data and technology to individualize education for students and to incorporate new learning into the design;
e) Closes the achievement gap by focusing on quality teaching and learning opportunities;
f) Implements standards-based education fully in a seamless curriculum, so one level of the system builds on the next and the end result is known and understood from the beginning;
g) Provides sufficient resources that are adequate and sustainable at every level of the system to meet the challenge, resisting unfunded or underfunded mandates; and
h) Preserves the ability of local school boards and their communities to address local needs and challenges in a flexible manner using a variety of options. (2009, amended 2016)

S-83 — INDEPENDENT SCHOOL DISTRICTS
NASB supports the independence of established PK-12 school districts and also supports the cooperation and equalization of opportunity among school districts within learning communities. NASB believes that any legislation introduced impacting school districts or learning communities should seek to give districts and learning communities equalized resources. Any legislation should also allow these independent districts to maintain their right to governance, district curriculum, and the allocation of resources. (2006, amended 2013)

S-84 — LOCAL CONTROL FOR PUBLIC PK-12 SCHOOLS
NASB believes public PK-12 systems should be organized to serve communities throughout Nebraska without arbitrary size limits or a single model, which would not fit our state's varied communities. NASB opposes legislating arbitrary size limits and will work to remedy such limits currently in statute. (2006, amended 2013)

S-85 — LOCAL DISTRICT ADVOCACY
NASB supports the right and obligation of local school districts to advocate for legislative action that impacts their individual interests. (1996)

S-86 — NDE AUTHORITY
NASB opposes attempts by the legislature to preempt the statutory authority of the Nebraska State Board of Education to be the policy-forming, planning and evaluative body for Nebraska schools. (2017)

S-87 — NONPUBLIC SCHOOLS STANDARDS
NASB believes that nonpublic schools should have the same state standards as the public schools, including school approval, accreditation, teacher certification and endorsement, and safety standards. (prior to 1995)

S-88 — POLICY LEADERSHIP & VISION ON THE FUTURE OF NEBRASKA'S PK-12 SCHOOLS
NASB supports efforts to bring policy makers of the executive and legislative branches, educators, school boards, learning community coordinating councils, and ESU boards, and citizens together to determine the best course for the future delivery of PK-12 education to the students of the state. NASB boards emphasize increasing student achievement through governance structures that are clear, efficient, and controlled by the local district. (2003, amended 2008, 2010, 2013)

2022 NEBRASKA UNICAMERAL LEGISLATURE
Alphabetical List

Capitol Mailing Address: Senator _____
District # State Capitol
PO Box 94604
Lincoln NE 68509-4604

As of 10/20/2021

Senator	District	Capitol Phone	Room	City
Aguilar, Raymond	35	(402) 471-2617	1118	Grand Island
Albrecht, Joni	17	(402) 471-2716	12th Floor	Thurston
Arch, John	14	(402) 471-2730	1117	La Vista
Blood, Carol	3	(402) 471-2627	10th Floor	Bellevue
Bostar, Eliot	29	(402) 471-2734	10th Floor	Lincoln
Bostelman, Bruce	23	(402) 471-2719	1210	Brainard
Brandt, Tom	32	(402) 471-2711	1528	Plymouth
Brewer, Tom	43	(402) 471-2628	1423	Gordon
Briese, Tom	41	(402) 471-2631	1306	Albion
Cavanaugh, John	9	(402) 471-2723	8th Floor	Omaha
Cavanaugh, Machaela	6	(402) 471-2714	11th Floor	Omaha
Clements, Robert	2	(402) 471-2613	1120	Elmwood
Day, Jen	49	(402) 471-2725	11th Floor	Omaha
DeBoer, Wendy	10	(402) 471-2718	12th Floor	Bennington
Dorn, Myron	30	(402) 471-2620	1208	Adams
Erdman, Steve	47	(402) 471-2616	1124	Bayard
Flood, Michael	19	(402) 471-2929	1206	Norfolk
Friesen, Curt	34	(402) 471-2630	1110	Henderson
Geist, Suzanne	25	(402) 471-2731	12th Floor	Lincoln
Gragert, Tim	40	(402) 471-2801	11th Floor	Creighton
Groene, Mike	42	(402) 471-2729	1302	North Platte
Halloran, Steve	33	(402) 471-2712	1115	Hastings
Hansen, Ben	16	(402) 471-2728	1308	Blair
Hansen, Matt	26	(402) 471-2610	12th Floor	Lincoln
Hilgers, Mike	21	(402) 471-2673	2103	Lincoln
Hilkemann, Robert	4	(402) 471-2621	10th Floor	Omaha
Hughes, Dan	44	(402) 471-2805	2108	Venango
Hunt, Megan	8	(402) 471-2722	1523	Omaha
Kolterman, Mark	24	(402) 471-2756	1101	Seward
Lathrop, Steve	12	(402) 471-2623	1103	Omaha
Lindstrom, Brett	18	(402) 471-2618	8th Floor	Omaha
Linehan, Lou Ann	39	(402) 471-2885	1116	Elkhorn
Lowe, John S., Sr.	37	(402) 471-2726	12th Floor	Kearney
McCollister, John S.	20	(402) 471-2622	12th Floor	Omaha
McDonnell, Mike	5	(402) 471-2710	10th Floor	Omaha
McKinney, Terrell	11	(402) 471-2612	11th Floor	Omaha
Morfeld, Adam	46	(402) 471-2720	10th Floor	Lincoln
Moser, Mike	22	(402) 471-2715	1529	Columbus
Murman, Dave	38	(402) 471-2732	1522	Glenvil
Pahls, Rich	31	(402) 471-2327	1403	Omaha
Pansing Brooks, Patty	28	(402) 471-2633	10th Floor	Lincoln
Sanders, Rita	45	(402) 471-2615	11th Floor	Bellevue
Slama, Julie	1	(402) 471-2733	11th Floor	Sterling
Stinner, John P.	48	(402) 471-2802	1305	Gering
Vargas, Tony	7	(402) 471-2721	8th Floor	Omaha
Walz, Lynne	15	(402) 471-2625	1107	Fremont
Wayne, Justin T.	13	(402) 471-2727	1212	Omaha
Williams, Matt	36	(402) 471-2642	1401	Gothenburg
Wishart, Anna	27	(402) 471-2632	8th Floor	Lincoln

2021 NEBRASKA UNICAMERAL LEGISLATURE

Capitol Mailing Address: Senator _____
District # State Capitol
PO Box 94604
Lincoln NE 68509-4604

As of 1/6/2022

District	Senator	Capitol Phone	Room	City
1	**Slama**, Julie	(402) 471-2733	11th Floor	Sterling
2	**Clements**, Robert	(402) 471-2613	1120	Elmwood
3	**Blood**, Carol	(402) 471-2627	10th Floor	Bellevue
4	**Hilkemann**, Robert	(402) 471-2621	10th Floor	Omaha
5	**McDonnell**, Mike	(402) 471-2710	10th Floor	Omaha
6	**Cavanaugh**, Machaela	(402) 471-2714	11th Floor	Omaha
7	**Vargas**, Tony	(402) 471-2721	8th Floor	Omaha
8	**Hunt**, Megan	(402) 471-2722	1523	Omaha
9	**Cavanaugh**, John	(402) 471-2723	8th Floor	Omaha
10	**DeBoer**, Wendy	(402) 471-2718	12th Floor	Bennington
11	**McKinney**, Terrell	(402) 471-2612	11th Floor	Omaha
12	**Lathrop**, Steve	(402) 471-2623	1103	Omaha
13	**Wayne**, Justin T.	(402) 471-2727	1212	Omaha
14	**Arch**, John	(402) 471-2730	1117	La Vista
15	**Walz**, Lynne	(402) 471-2625	1107	Fremont
16	**Hansen**, Ben	(402) 471-2728	1308	Blair
17	**Albrecht**, Joni	(402) 471-2716	12th Floor	Thurston
18	**Lindstrom**, Brett	(402) 471-2618	8th Floor	Omaha
19	**Flood**, Michael	(402) 471-2929	1206	Norfolk
20	**McCollister**, John S.	(402) 471-2622	12th Floor	Omaha
21	**Hilgers**, Mike	(402) 471-2673	2103	Lincoln
22	**Moser**, Mike	(402) 471-2715	1529	Columbus
23	**Bostelman**, Bruce	(402) 471-2719	1210	Brainard
24	**Kolterman**, Mark	(402) 471-2756	1101	Seward
25	**Geist**, Suzanne	(402) 471-2731	12th Floor	Lincoln
26	**Hansen**, Matt	(402) 471-2610	12th Floor	Lincoln
27	**Wishart**, Anna	(402) 471-2632	8th Floor	Lincoln
28	**Pansing Brooks**, Patty	(402) 471-2633	10th Floor	Lincoln
29	**Bostar**, Eliot	(402) 471-2734	10th Floor	Lincoln
30	**Dorn**, Myron	(402) 471-2620	1208	Adams
31	**Pahls**, Rich	(402) 471-2327	1403	Omaha
32	**Brandt**, Tom	(402) 471-2711	1528	Plymouth
33	**Halloran**, Steve	(402) 471-2712	1115	Hastings
34	**Friesen**, Curt	(402) 471-2630	1110	Henderson
35	**Aguilar**, Raymond	(402) 471-2617	1118	Grand Island
36	**Williams**, Matt	(402) 471-2642	1401	Gothenburg
37	**Lowe**, John S., Sr.	(402) 471-2726	12th Floor	Kearney
38	**Murman**, Dave	(402) 471-2732	1522	Glenvil
39	**Linehan**, Lou Ann	(402) 471-2885	1116	Elkhorn
40	**Gragert**, Tim	(402) 471-2801	11th Floor	Creighton
41	**Briese**, Tom	(402) 471-2631	1306	Albion
42	**Groene**, Mike	(402) 471-2729	1302	North Platte
43	**Brewer**, Tom	(402) 471-2628	1423	Gordon
44	**Hughes**, Dan	(402) 471-2805	2108	Venango
45	**Sanders**, Rita	(402) 471-2615	11th Floor	Bellevue
46	**Morfeld**, Adam	(402) 471-2720	10th Floor	Lincoln
47	**Erdman**, Steve	(402) 471-2616	1124	Bayard
48	**Stinner**, John P.	(402) 471-2802	1305	Gering
49	**Day**, Jen	(402) 471-2725	11th Floor	Omaha

Integrating RHS Core Systems to Support Student Learning

December 13, 2021

Comprehensive Core Systems

Final Phase of ***Strategic Priority 2.3 in College & Career Readiness***
Conduct an instructional time study that includes a review of the PK-12 scheduling structure.

- A/B Block Schedule/Freshman Academy
- WIN Time/Career Education Programming
- Homeroom

Strategic Plan Items

- *College & Career Readiness*
  - 2.1 Develop and implement a systematic, cohesive, and comprehensive pre-kindergarten to twelfth-grade Career Education Program.
  - 2.2 Develop and strengthen the district Professional Learning Community culture and practices.
- *Social & Emotional Supports for Students*
  - 3.1 Create a cohesive and systematic multi-tiered system of support framework for social-emotional learning.
- *Organizational Culture*
  - 4.2 Reflect, analyze, and evaluate the Districts' current culture and practices related to equity of education for all students.

A/B Block Schedule

- Alignment with the Freshman Academy
  - Teacher Teams
  - Student Support
- More Consistency in Relationships
- Through Year Instruction
- Providing Varying Learning Time

What I Need (WIN) Time

- Intervention
- Pacing
- Extensions related to Career Education Programming

Homeroom

- Mixed Grade Levels Create Better School-wide Culture
- Same teacher from 9th to 12th grade
- Not by career cluster or credit-bearing
- Focused on relationships, team builders, information/updates, and miscellaneous schoolwide tasks/activities

Sample Weekly Schedule with Integration

A Day: Periods 1-4, Homeroom (Monday) with 9-12th Graders

B Day: Periods 5-8, WIN Time (Tuesday)

A Day: Periods 1-4, WIN Time (Wednesday)

B Day: Periods 5-8, WIN Time (Thursday)

A Day: Periods 1-4, Early Release (Friday)

NASB Monthly Update for Board Meeting Agenda Item

January 2022

School Board Recognition Week in Nebraska will be January 30 to February 5
Thank You School Boards!!!

WATCH: Don't Ever Stop … which premiered at the 2021 State Education Conference
http://members.nasbonline.org/index.php/news-resources/videos

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Latest 'Board Notes' – Monthly Newsletters

(www.NASBonline.org - News & Resources - Board Notes)

- *After A Year Away, We Just Hit Play*
- *Who Is Your Why? - The Annual Passing of the Gavel*
- *ALICAP Recognizes its Annual Award Winners*
- *The State Education Conference: In Pictures*
- *At The Board Table - School Board Elections 2022*
- *Needs - Resources Workshops*
- *2022 Legislative Issues Conference*
- *NASB Board President Retreats*
- *Your NASB Board of Directors & Staff*
- *Your 2021 NASB Affiliates*
- *… And Much More!*

"NASB Update – Annual Board Calendar Summary"

View the full detailed calendar at: http://members.nasbonline.org/index.php/resources

(www.NASBonline.org – Board Leadership – Resources)

As a board, some items you should doing, or have on the monthly agenda include:

MISSION, VISION & GOALS

- Annual Leadership Team Planning Meeting (Set Date); Strategic Plan Update; District Goals Update. Annually review the District Mission, Vision, and Belief or Value Statements

POLICY GOVERNANCE

- Adopt board committee assignments per board policy. Review Board Code of Conduct Policy. Resolution to re-adopt all existing policies.

- Appoint (superintendent or other qualified district employee) as Non-discrimination Compliance Coordinator to meet federal Equal Employment Opportunity requirements. Appoint the district's Title IX Coordinator.

ACCOUNTABILITY & STUDENT ACHIEVEMENT

- District Report Card. District Assurance Statement Corrections on or before February 1, cross reference October.

ADVOCACY

- Review 2022 Legislative Calendar; Review the NASB Advocacy Handbook; Legislative representative and contact information; Appoint a Legislative Committee to monitor and support district response and action.

DISTRICT/ESU RESOURCES [BUDGET]

- Budget - Review Quarterly Financial Reports. Collective Bargaining on or before February 8. Board Finance Committee Report.

REPORTS

- Negotiations Committee; Superintendent; Administrators;

BOARD OPERATIONS

- Reorganization Meeting: Election of Officers. Sign and file NADC [Conflict of Interest form] with School District Board Secretary
- Adopt Annual Board Calendar and Board Meeting Schedule for 2022.

BOARD – SUPERINTENDENT RELATIONS

- Approve superintendent contract. Transparency Act Guidelines: Current Superintendents or ESU Administrators, before approval of contract/amendment, board must publish a copy of the proposed contract/amendment three (3) days before approval along with estimate and description of all costs. 79-2402(1). New superintendents or ESU Administrators, the board must publish a copy of the contract two (2) days after the meeting at which the contract was approved, along with estimate and description of all costs. § 79-2402(2). Collaborate with Superintendent/ESU Administrator to develop new/updated goals to align to evaluation.
- Strategic Plan Update; District Goals Update;

NASB's Video Resources:

http://members.nasbonline.org/index.php/news-resources/videos

(www.NASBonline.org – News & Resources – Videos)

Legal Resources, NASB's Live & Learn Series, Member Zoom's, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!

Networking & Events … Register Now

http://members.nasbonline.org/index.php/events

(www.NASBonline.org – Events)

- **NASB Member Zoom with UNMC**
  - January 18 - 4:00 PM CT
- **NASB Board President Retreats**
  - January 23-24 – Kearney
  - February 6-7 - Norfolk

- **Legislative Issues Conference**
  - January 30-31 - Lincoln

- **Needs – Resources: Understanding How the State Funds Your District**
  - February 3 – Seward
  - February 9 – Auburn/ESU 4
  - February 15 – Blair
  - February 23 – Grand Island

- **Budget & Finance Workshops**
  - March 1 – York
  - March 23 – Ogallala

- **NSBA Annual Conference**
  - April 2-4 – San Diego

NASB Member Zooms

http://members.nasbonline.org/index.php/nasb-member-zooms

(www.NASBonline.org – Events – NASB Member Zooms)

- **NASB Member Zoom with UNMC**
  - January 18 – 4:00 PM CT … details to come

- **Previous Member Zooms Available to Watch Include:**
  - Tough Times & Tough Meetings: The Board's Role in Navigating Hot Button Issues
  - NASB Member Zoom w/ UNMC – Back to School Guidance, Decoupling, Infection Rates Among Children, Myths, & Q&A
  - NASB Member Zoom w/ NDE – The Local Board's Role in ESSER Investments
  - NASB Member Zoom w/ Commissioner Blomstedt & Dr. Jeffrey Gold of UNMC
  - NASB Member Zoom w/ Bryce Wilson of NDE – Cares Act Funds Q&A for School Boards
  - And More …

Advocacy/2021-22 Legislative Session

http://members.nasbonline.org/index.php/government-relations

(www.NASBonline.org – Government Relations)

- The 2022 legislative session will begin Wednesday, January 5. Keep tabs with all things pertinent to your school at NASB's Govt Relations.

Follow NASB on twitter at www.twitter.com/NASBonline using the hashtag #liveNASB
and on Facebook at www.facebook.com/NASBonline

Watch all of the NASB videos at http://members.nasbonline.org/index.php/news-resources/videos
(www.NASBonline.org – News & Resources – Videos)

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the ***Board Notes newsletter*** for "This Month In …" To access the latest newsletter, click here:
http://members.nasbonline.org/index.php/news-resources/board-notes
(www.NASBonline.org - News & Resources - Board Notes)



NASB BOARD QUICKS

A MONTHLY E-UPDATE OF KEY DATES FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS

JANUARY 2022

LEADERSHIP | INNOVATION | VISION | ENGAGEMENT | #liveNASB | #weLIVEhere

http://members.nasbonline.org/index.php/events

To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'. If you do not have an email and password to log in or have forgotten it, please contact NASB at 800-422-4572 for assistance.



JANUARY

THIS WEEK!

THE 107TH LEGISLATURE, SECOND SESSION WILL CONVENE THIS WEDNESDAY, JANUARY 5

NASB MEMBER ZOOM WITH UNMC - JANUARY 18 - 4:00 PM CT



NASB BOARD PRESIDENT RETREAT - JANUARY 23-24 - KEARNEY



LEGISLATIVE ISSUES CONFERENCE - JANUARY 30-31 - LINCOLN

SCHOOL BOARD RECOGNITION WEEK IN NEBRASKA - JANUARY 30 TO FEBRUARY 5

FEBRUARY

NEEDS – RESOURCES WORKSHOPS - FEBRUARY 3 - SEWARD



NASB BOARD PRESIDENT RETREAT - FEBRUARY 6-7 - NORFOLK

NEEDS – RESOURCES WORKSHOPS - FEBRUARY 9 - AUBURN/ESU 4

NEEDS – RESOURCES WORKSHOPS - FEBRUARY 15 - BLAIR

NEEDS – RESOURCES WORKSHOPS - FEBRUARY 23 - GRAND ISLAND

MARCH

BUDGET & FINANCE WORKSHOP - MARCH 1 - YORK

BUDGET & FINANCE WORKSHOP - MARCH 23 - OGALLALA

NAEP STATE CONVENTION - MARCH 29-30 - GRAND ISLAND

LEADERSHIP | INNOVATION | VISION | ENGAGEMENT | #liveNASB | #weLIVEhere

The Nebraska Association of School Boards provides programs, services and advocacy to strengthen public education for all Nebraskans. Learn more at www.NASBonline.org

NASB BOARD QUICKS

A MONTHLY E-UPDATE OF KEY DATES FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS

JANUARY 2022

LEADERSHIP | INNOVATION | VISION | ENGAGEMENT | #liveNASB | #weLIVEhere

ATTENTION NASB MEMBERS ... INTERESTED IN PARTICIPATING IN THE LINCOLN HALF MARATHON ON MAY 1ST?



NASB President Brad Wilkins will be running and would like to invite anyone interested or already planning to join him to help raise awareness of how great public education in Nebraska is! No pace requirements, runners and walkers welcome. Registration opens January 8th at www.lincolnmarathon.org on an individual basis, but please let Matt Belka or Megan Boldt at NASB know if you'd like to be included in the unofficial school board member "group" for photos, a cheering section, t-shirts, etc the day of.

LINCOLN MARATHON

JOIN US AT THE 2022 BOARD PRESIDENT RETREATS



Board Presidents,
Consider inviting your first year, second year, or experienced superintendent, to join you at the NASB Board President Retreat. This is a great team building workshop. Register for the Retreat closest to you or Webinar online at www.NASBonline.org by logging in with your email and password. Here's what others had to say ...

"The round table discussions are always fantastic. There's always a lot to learn from one's peers. I also very much appreciated the opportunity to attend with our Superintendent-to-be."

"As a Superintendent, it was very timely and relevant information about topics that can positively improve our board and district performance. The collaboration and conversations which happened were invaluable."

2022 PLATINUM LEVEL AFFILIATES

ALICAP | BCDM architects | BVH ARCHITECTURE | CLARK & ENERSEN | CMBA ARCHITECTS

COMMUNITY BUILDING SOLUTIONS | crouch RECREATION | PIPER | SANDLER | prm PUBLIC RISK MANAGEMENT INCORPORATED | SPARQ DATA SOLUTIONS

If your business would like to become an Affiliate Member of NASB for 2022, please visit:
http://nasbonline.org/registrations/AffiliateMembershipProgram.aspx

The Nebraska Association of School Boards provides programs, services and advocacy to strengthen public education for all Nebraskans. Learn more at www.NASBonline.org

Student / Staff Count
2021-2022 School Year

Elem. School	Grade PS		KG		1		2		3		4		5		6		otal *Student / Staff	
	All Student Counts Are Actual SIMS Enrollment Figures																	
	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Students *
BLUM	3	30	2	43	2	45	2	40	2	53	2	52	2	54	2	50	17	337
KW	2	25	1	24	2	33	1	16	1	27	1	26	2	32	1	25	9	183
MEAD	2	32	2	41	2	39	2	37	2	43	2	38	2	46	2	33	14	277
MOCK	1	17	3	63	3	51	3	48	3	58	2	53	2	50	2	51	18	374
SEY	1	17	2	37	1.5	44	1	34	1.5	30	1.5	34	1.5	33	1.5	28	10.5	240
WW	2	33	2	33	2	36	2	38	2	35	2	31	2	35	2	43	14	251
Totals By Gr	11	154	12	241	12.5	248	11	213	11.5	246	10.5	234	11.5	250	10.5	230	82.5	1662

*Does not include PS

Blum. & Sey. SPED staff & KW Hearing Impaired for K-6 is added to staff Total

Sec. School	7		8		9		10		11		12		TOTAL	
	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud
RMS		247		249									0	496
RHS						270		240		243		252	0	1005

Totals	Staff	*Stud	Ratio	*Stud 20-21	Change for 21-22
BLUM	20	367	18/1	345	22
KW	11	208	19/1	210	-2
MEAD	16	309	19/1	290	19
MOCK	19	391	21/1	366	25
SEY	11.5	257	22/1	237	20
WW	16	284	18/1	291	-7
Totals	93.5	1816	19/1	1739	77
RMS	36	496	14/1	489	7
RHS	75	1005	13/1	951	54
Sec. Total	111	1501	14/1	1440	61
Dist. Tota	205	3317	16/1	3179	138

*Includes PS

Jan 7 2022
8:30 AM

Ralston Public Schools
District Service Providers Outline
January 2022

Legal Publishers:
The Daily Record will be used as the primary legal publisher for Ralston Public Schools but the Board of Education reserves the right to use other newspapers of general circulation as needed.

Designated Treasurer:
The Board appoints Assistant Superintendent, Mr. Jason Buckingham to serve as the designated Treasurer for the Board of Education for purposes of bonding and release of funds from the county.

Official Banks:

First State Bank
Our High School Activity account is held with First State Bank in Ralston.

Great Western Bank
Most of our accounts sit at Great Western Bank. Our relationship goes back to when Great Western was still Douglas County Bank & Trust. Treasury Bonds are consistently held at 103% of total assets to cover any loss above FDIC limits. Accounts that are held here include:

General Fund
Building Fund
Elementary Activity Funds
Lunch Fund
Qualified Capital Purpose Undertaking Fund
HS and MS Officials accounts
Purchasing Cards for each school building and central office
Line of Credit

PFM Nebraska Liquid Asset Fund
This is an interlocal asset management account available to public agencies by state statute since 1988. This is the fund used to hold proceeds from the bond prior to transferring them to the Special Building Fund. Funds kept here are put into short term CD's to earn interest until they are needed for building projects..

US Bank
This relationship is limited to the repayment of refinancing bonds. US Bank holds the following bonds:

General Obligation Bonds Series-2021
General Obligation Bonds Series-2021 Refinancing

Limited Tax Bonds Series 2016
General Obligation School Bond Series 2010—Refinancing

Auditing Firm:
This was our 11th year with Dana F. Cole as our auditing firm.

Bond Attorney:
We are currently contracted with the firm of Gilmore and Bell as our Bond legal advisors. Mike Rodgers is our primary attorney for the Ralston Public Schools.

General Counsel:
We currently use two different firms for our legal needs. Koley Jessen is our primary counsel and KSB also is used on occasion for board policy updates and special education issues.


Boyd Jones
Ralston Public Schools
Proposal for Consideration

December 22, 2021

Ralston Public Schools
ATTN: Dr. Mark Adler, Superintendent
8545 Park Drive
Ralston, NE 68127

Boyd Jones

Dear Dr. Adler & members of the selection committee,

Thank you for the opportunity to submit for the position of construction manager for Ralston Public Schools. Together with BCDM, we are confident in our ability to guide your district through the construction process, leveraging our team's collective experience to find efficiencies and serve as an advocate for your district.

Boyd Jones' recent and relevant experience with BCDM will be a major asset to your district. Together, we have collaborated on nearly 530,000 SF of PreK-12 work, proving our ability along the way to:

Maximize Efficiency in Scheduling & Phasing: We thrive when we can work together with a talented team on a complex project, and we enjoy a positive working relationship with BCDM. We understand the disruptions that construction can cause in school buildings and work to minimize the impact of noise, dust, and traffic flow for students, staff, and neighboring properties. By consistently meeting our substantial and final completion dates, and maximizing the work performed when students are not on site, we've earned a long list of satisfied school clients who recognize the quality and integrity of our work. We're proud to have worked with over 35 school districts across the Midwest.

Provide Specialized PreK-12 CMR Expertise: We've chosen Project Manager Sean Yahnke and Superintendent Jeff Gustafson because they've worked together on recent, similar, and successful CMR projects. They bring an unmatched level of quality and responsiveness to this project. Our construction teams have a history of completing projects at or below GMP, giving Ralston Public Schools the confidence that we will maximize the budget through our relentless pursuit of efficiencies and project enhancements.

Complete Projects with a Safety-First Mindset: We've been consistently recognized for our outstanding safety performance, which exceeds 90% of our industry peers nationwide. Keeping students, educators, and workers safe on jobsites is our number one priority. Through our expertise working in occupied campus settings, we've developed safety procedures to ensure the lowest possible risk and disruption to your school operations and building occupants.

We're ready to serve the Ralston Public Schools with integrity, driving quality and value through collaboration. Thank you for your consideration of our proposal — we look forward to discussing in more detail how we can help the district build for the future.

Sincerely,



Emily Bannick
Sr. Director of Education Services | ebannick@boydjones.biz



Omaha Public Schools

Table of Contents

04
Financial Resources

07
Ability of Personnel to Perform

16
Construction Management Approach

23
Character, Integrity, Reputation, Judgment, Experience, and Efficiency

25
Quality of Performance on Previous Projects

36
Ability to Perform within the Time Specified

38
Previous and Existing Compliance

40
Other Information



HMS Community School District

Financial Resources

Boyd Jones

Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2022 — 3/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
13710 FNB Pkwy, Suite 400
Omaha NE 68154
402-970-6100

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EMCASCO Insurance Company	21407
INSURER B : Employers Mutual Casualty Company	21415
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1380835 BOYD JONES CONSTRUCTION COMPANY
P: 402-553-1804
950 S 10th Street
OMAHA, NE 68108

COVERAGES BOYJO03 CERTIFICATE NUMBER: 14470252 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	5P44224	3/31/2021	3/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	5E44224	3/31/2021	3/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	5J44224	3/31/2021	3/31/2022	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	5H44224	3/31/2021	3/31/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
14470252
For Information Purposes Only

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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Letter of Surety

The Harry A. Koch Co.
Insurance & Financial Consultants
Member of First Insurance Group, LLC

Trust. Integrity. Knowledge.

December 3, 2021

RE: Boyd Jones Construction Company
Bond capacity

To Whom It May Concern:

Please be advised that Boyd Jones Construction Company has been a valued bond client of The Harry A. Koch Company for over 40 years. We have the utmost confidence and respect for Jon Crane and his fine organization. Boyd Jones has an outstanding reputation and track record of completing quality projects on time and within budget.

Boyd Jones bonding is provided through North American Specialty Insurance Company (NAS), an "A+" rated Surety that is part of Swiss Re. Their current capacity is $100 Million single project, $200 Million aggregate, with flexibility.

Please understand that any arrangement for any bonds is a matter between Boyd Jones and NAS and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

NAS expressly reserves the right to review the terms and conditions of the contract, bond forms, evaluate pertinent underwriting data, and verify the adequacy of project financing prior to the issuance of bonds. Please feel free to contact me if you have any questions.

Sincerely,

David A. Dominiani, CPA
Senior Vice President, Bond Division

14010 FNB Parkway, Suite 300, Omaha, NE 68154
233 S. 13th Street, Suite 1650, Lincoln, NE 68508
402.861.7000
www.hakco.com



Central City Public Schools



Ability of Personnel to Perform

Boyd Jones

WHO WE ARE

Since our founding in Omaha in 1924, Boyd Jones' philosophy has remained the same: listen to clients, understand their needs, and work to exceed their expectations. That philosophy is built into every project we complete.

We recognize that integrity is everything in the construction business. At Boyd Jones, that means keeping our clients' best interests at heart and building quality into every project. Our goal is to exceed expectations and build a partnership that reaches beyond your current project. We operate as a service-oriented firm at every level, encouraging collaboration, respect, dedication, and continuous improvement in every one of our interactions with clients and projects.

At Boyd Jones, our people are the foundation for every project's success. This team's abilities and extensive experience make them the best at providing solutions that will exceed your expectations. We've chosen Project Manager Sean Yahnke and Superintendent Jeff Gustafson because of their recent and relevant work at Springfield Platteview Community Schools (see page 27 for project details). Emily Bannick, Tim Meyer, Leila Knowles, Mitch Broekemeier, and Justin Cadwallader frequently collaborate on PreK-12 projects and have a proven track record of delivering outstanding results and excellent outcomes for our clients.

SPECIALTY SUB-CONSULTANTS

No specialty sub-consultants have been identified at this time.

ORGANIZATION CHART

Ralston PUBLIC SCHOOLS

Boyd Jones

BCDM architects

Project Executives



Emily Bannick
Sr. Director of Education Services



Tim Meyer
Sr. VP of Operations

Preconstruction & Estimating



Leila Knowles
Director of Preconstruction



Mitch Broekemeier
Preconstruction & Estimating



Justin Cadwallader
Director of Virtual Design & Construction

Operations



Sean Yahnke
Project Manager



Jeff Gustafson
Superintendent





Emily Bannick | Sr. Director of Education Services

Emily spearheads Boyd Jones' dedicated education team, ensuring that the educational goals of your district are woven into every aspect of our team's work. She draws on a background in engineering, project management, and educational programming to assemble a team that fits your needs, and then ensures proactive and thorough communication among all stakeholders and team members.

Education

Bachelor of Science in Industrial Engineering, University of Nebraska-Lincoln

Master of Business Administration, University of Nebraska at Omaha

Affiliations & Certifications

Association for Learning Environments; Leadership Omaha Graduate; Nebraska Association of School Boards; Nebraska Council of School Administrators; Project Management Professional

Contact Information

402.550.1808; ebannick@boydjones.biz

Years of Experience

Boyd Jones: 3
Other Firms: 15

Select Experience

Fort Calhoun Community Schools | Fort Calhoun, NE | 2021
118,000 SF of new construction & renovations at the elementary & junior-senior high school
Reference: Dr. Don Johnson, Superintendent (retired), 402.533.3623

DC West Community Schools | Valley, NE | Multiple, 2014-Present
260,000 SF of new construction & renovations, including a new elementary school & middle school renovations
Reference: Dr. Melissa Poloncic, Superintendent, 402.359.2583, mpoloncic@dcwest.org

Springfield Platteview Community Schools | Springfield, NE | In Progress
78,000 SF new elementary & 13,000 SF of additions at existing elementary
Reference: Brett Richards, Superintendent, 402.592.1300, brichards@springfieldplatteview.org

HMS Community School District | Hartley, Melvin, & Sanborn, IA | Multiple, 2020
$26 million in new construction & renovation across three facilities, including a new elementary school
Reference: Patrick Carlin, Superintendent, 712.928.3406, pcarlin@hmshawks.org

Red Oak Community School District | Red Oak, IA | Multiple, 2019-2020
225,000 SF of new construction & renovations at the district's offices, primary school, & high school campuses
Reference: Tom Messinger, Superintendent (former), 641.792.5809, messingert@newtoncsd.org





Tim Meyer | Sr. VP of Operations

Tim will leverage his considerable project management experience to ensure the project is a success. Tim is a seasoned, detail-oriented executive with more than 25 years of construction experience. His leadership skills, attention to detail, and outstanding track record of maximizing value for clients are unmatched and he will work closely with all team members to ensure a successful project.

Education

Bachelor of Science in Construction Engineering Technology, University of Nebraska at Omaha

Affiliations & Certifications

ASHE Healthcare Construction; Construction Supervision Certificate; Design-Build Institute; National Standard General Building Contractor's License (A); Nebraska Construction Law; OSHA 10-Hour; Stormwater Pollution Prevention

Contact Information

402.550.1795; tmeyer@boydjones.biz

Years of Experience

Boyd Jones: 7
Other Firms: 21

Select Experience

Fort Calhoun Community Schools | Fort Calhoun, NE | 2021
118,000 SF of new construction & renovations at the elementary & junior-senior high school
Reference: Dr. Don Johnson, Superintendent (retired), 402.533.3623

DC West Community Schools | Valley, NE | Multiple, 2014-Present
260,000 SF of new construction & renovations, including a new elementary school & middle school renovations
Reference: Dr. Melissa Poloncic, Superintendent, 402.359.2583, mpoloncic@dcwest.org

Springfield Platteview Community Schools | Springfield, NE | In Progress
78,000 SF new elementary & 13,000 SF of additions at existing elementary
Reference: Brett Richards, Superintendent, 402.592.1300, brichards@springfieldplatteview.org

HMS Community School District | Hartley, Melvin, & Sanborn, IA | Multiple, 2020
$26 million in new construction & renovation across three facilities, including a new elementary school
Reference: Patrick Carlin, Superintendent, 712.928.3406, pcarlin@hmshawks.org

Red Oak Community School District | Red Oak, IA | Multiple, 2019-2020
225,000 SF of new construction & renovations at the district's offices, primary school, & high school campuses
Reference: Tom Messinger, Superintendent (former), 641.792.5809, messingert@newtoncsd.org





Leila Knowles | Director of Preconstruction

Leila is the driving force behind our preconstruction team's estimating accuracy — she thrives on detail and precise budgets. With a background in architecture, engineering design and construction, she brings a unique perspective to the team. Leila is a LEED Accredited Professional and has a passion for creating healthy, environmentally responsible spaces.

Education

Bachelor of Science in Architectural Engineering, University of Nebraska

Master of Architectural Engineering, University of Nebraska

Affiliations & Certifications

LEED Accredited Professional; United States Green Building Council - NE

Contact Information

402.550.1805; lknowles@boydjones.biz

Years of Experience

Boyd Jones: 13
Other Firms: 3

Select Experience

Fort Calhoun Community Schools | Fort Calhoun, NE | 2021
118,000 SF of new construction & renovations at the elementary & junior-senior high school
Reference: Dr. Don Johnson, Superintendent (retired), 402.533.3623

DC West Community Schools | Valley, NE | Multiple, 2014-Present
260,000 SF of new construction & renovations, including a new elementary school & middle school renovations
Reference: Dr. Melissa Poloncic, Superintendent, 402.359.2583, mpoloncic@dcwest.org

Springfield Platteview Community Schools | Springfield, NE | In Progress
78,000 SF new elementary & 13,000 SF of additions at existing elementary
Reference: Brett Richards, Superintendent, 402.592.1300, brichards@springfieldplatteview.org

HMS Community School District | Hartley, Melvin, & Sanborn, IA | Multiple, 2020
$26 million in new construction & renovation across three facilities, including a new elementary school
Reference: Patrick Carlin, Superintendent, 712.928.3406, pcarlin@hmshawks.org

Red Oak Community School District | Red Oak, IA | Multiple, 2019-2020
225,000 SF of new construction & renovations at the district's offices, primary school, & high school campuses
Reference: Tom Messinger, Superintendent (former), 641.792.5809, messingert@newtoncsd.org





Mitch Broekemeier | Estimating and Preconstruction

Mitch is a success-driven construction professional with a wide range of construction management and operational knowledge. Mitch brings proven organizational, project management, and interpersonal skills to every project. He is well-versed in subcontractor management, construction document processing and distribution, material procurement, project scheduling, and overall site management.

Education

Bachelor of Science in Construction Management, University of Nebraska at Kearney

Affiliations & Certifications

First Aid & CPR; Lean Processes/Last Planner Scheduling & Management; LEED Accredited Professional; National Standard General Building Contractor's License (A); OSHA 10-Hour

Contact Information

402.550.1786; mbroekemeier@boydjones.biz

Years of Experience

Boyd Jones: 2
Other Firms: 12

Select Experience

Arlington Public Schools | Arlington, NE | In Progress
Renovations & additions will result in 19,000 SF of new, updated spaces
Reference: Dr. Dawn Lewis, Superintendent, 402.478.4171, dawn.lewis@apseagles.org

Omaha Public Schools | Omaha, NE | 2021
205,000 SF of additions, upgrades to improve building systems at four elementary schools
Reference: Darwin Rohde, Director of Buildings & Grounds, 531.299.0180, drohde@ops.org

Central City Public Schools | Central City, NE | Multiple, 2019-2020
75,000 SF of additions & renovations at the elementary, middle, & high schools
Reference: Jeff Jensen, Superintendent, 308.946.3055, jjensen@centralcityps.org

Sidney Community School District | Sidney, IA | In Progress
Pre-bond support led to projects including CTE expansion, secure entrances, & renovations for all grades
Reference: Tim Hood, Superintendent, 712.374.2141, thood@sidney.k12.ia.us

Umóⁿhoⁿ Nation Public School | Macy, NE | In Progress
$15 million, two-story career pathways facility includes 300-seat auditorium, career labs, & daycare
Reference: Stacie Hardy, Superintendent, 402.837.5622, shardy@unspk-12.org





Justin Cadwallader | Dir. of Virtual Design & Construction

As Director of Virtual Design & Construction, Justin oversees technology acquisitions, BIM implementation, and process integrations at Boyd Jones. Justin's passion for technology drives his desire to find new and innovative ways to improve efficiencies and the quality of life for construction professionals, architects, and project owners through technology. He develops and implements technology to provide unique solutions to complex problems.

Education

Associates in Architectural Engineering Technology, Southeast Community College

Bachelor of Science in Construction Management, University of Nebraska-Lincoln

Affiliations & Certifications

3DS Max; AutoCAD; BIM; Drone Certified; Matterport; Navisworks; OSHA 10-Hour; OSHA 30-Hour; Revit; Sketchup

Years of Experience

Boyd Jones: 4
Other Firms: 7

Select Experience

Fort Calhoun Community Schools | Fort Calhoun, NE | 2021
118,000 SF of new construction & renovations at the elementary & junior-senior high school
Reference: Dr. Don Johnson, Superintendent (retired), 402.533.3623

DC West Community Schools | Valley, NE | Multiple, 2015-Present
260,000 SF of new construction & renovations, including a new elementary school & middle school renovations
Reference: Dr. Melissa Poloncic, Superintendent, 402.359.2583, mpoloncic@dcwest.org

Springfield Platteview Community Schools | Springfield, NE | In Progress
Pre-bond support led to 78,000 SF new elementary & 13,000 SF of additions at existing elementary
Reference: Brett Richards, Superintendent, 402.592.1300, brichards@springfieldplatteview.org

HMS Community School District | Hartley, Melvin, & Sanborn, IA | Multiple, 2020
$26 million in new construction & renovation across three facilities, including a new elementary school
Reference: Patrick Carlin, Superintendent, 712.928.3406, pcarlin@hmshawks.org

Central City Public Schools | Central City, NE | Multiple, 2019-2020
75,000 SF of additions & renovations at the elementary, middle, & high schools
Reference: Jeff Jensen, Superintendent, 308.946.3055, jjensen@centralcityps.org





Sean Yahnke | Project Manager

Sean is a results-driven professional with a thorough understanding of the needs and concerns of clients, architects, engineers, and subcontractors. He is team-oriented and an effective communicator. He excels at addressing constructability issues and problem solving. His attention to detail ensures quality control is monitored continuously on the job site.

Education

Bachelor of Science in Construction Management, University of Nebraska-Lincoln

Affiliations & Certifications

AGC Construction Project Manager Certificate; AIC Associate Construction (AC) Certified; OSHA 30-Hour

Contact Information

402.550.1804; syahnke@boydjones.biz

Years of Experience

Boyd Jones: 9
Other Firms: 4

Select Experience

Fort Calhoun Community Schools | Fort Calhoun, NE | Multiple, 2021
118,000 SF of new construction & renovations at the elementary & junior-senior high school
Reference: Dr. Don Johnson, Superintendent (retired), 402.533.3623

Springfield Platteview Community Schools | Springfield, NE | In Progress
78,000 SF new elementary & 13,000 SF of additions at existing elementary
Reference: Brett Richards, Superintendent, 402.592.1300, brichards@springfieldplatteview.org

DC West Community Schools — Elementary School | Valley, NE | 2016
82,000 SF new elementary school built to accommodate growth within the district
Reference: Dr. Melissa Poloncic, Superintendent, 402.359.2583, mpoloncic@dcwest.org

DC West Community Schools — Middle School | Valley, NE | 2016
Middle school expansion enabled district to accommodate growing enrollment with a permanent solution
Reference: Dr. Melissa Poloncic, Superintendent, 402.359.2583, mpoloncic@dcwest.org

Omaha Public Schools - Catlin & Conestoga Elementary Schools | Omaha, NE | 2020
Capital improvement to two existing district elementary school buildings to increase building efficiencies
Reference: Darwin Rohde, Director of Buildings & Grounds, 531.299.0180, drohde@ops.org





Jeff Gustafson | Superintendent

Jeff is an accomplished superintendent with experience in roles of progressive responsibility that have given him an in-depth understanding of construction processes, materials and equipment, and excellent project management skills. Jeff has successfully managed highly specialized, multi-million dollar projects for a wide range of clients. He excels at addressing constructability issues, problem solving, and meeting tight schedules. He pays strict attention to detail—quality control is a part of his everyday activities. Jeff takes pride in his work and instills that sense of pride in everyone working on the jobsite.

Education

Bachelor of Science in Construction Engineering Technology, University of Nebraska at Omaha

Affiliations & Certifications

First Aid, CPR, AED; National Safety Council, Greater Omaha Chapter (Member); OSHA 30-Hour

Contact Information

402.657.5420; jgustafson@boydjones.biz

Years of Experience

Boyd Jones: 26
Other Firms: 6

Select Experience

Springfield Platteview Community Schools | Springfield, NE | In Progress
78,000 SF new elementary & 13,000 SF of additions at existing elementary
Reference: Brett Richards, Superintendent, 402.592.1300, brichards@springfieldplatteview.org

St. Wenceslaus Catholic Church | Omaha, NE | 2020
New 60,000 SF worship center for the largest Catholic parish in Omaha
Reference: Ed Thiele, Construction Board Director, 402.680.4196, ethiele@habitatomaha.org

Thomas Jefferson High School | Council Bluffs, IA | 2007
138,000 SF of new construction for a new district high school

Mount View Elementary / Boys & Girls Club | Omaha, NE | 2007
New construction of OPS elementary school included Boys & Girls Club facility with gym, activities rooms

Walnut Hill Elementary | Omaha, NE | 2004
Nearly 58,000 SF of additions and renovations resulted in complete update of OPS elementary school building



Omaha Public Schools

Construction Management Approach

Boyd Jones

COST ESTIMATING & COST CONTROL

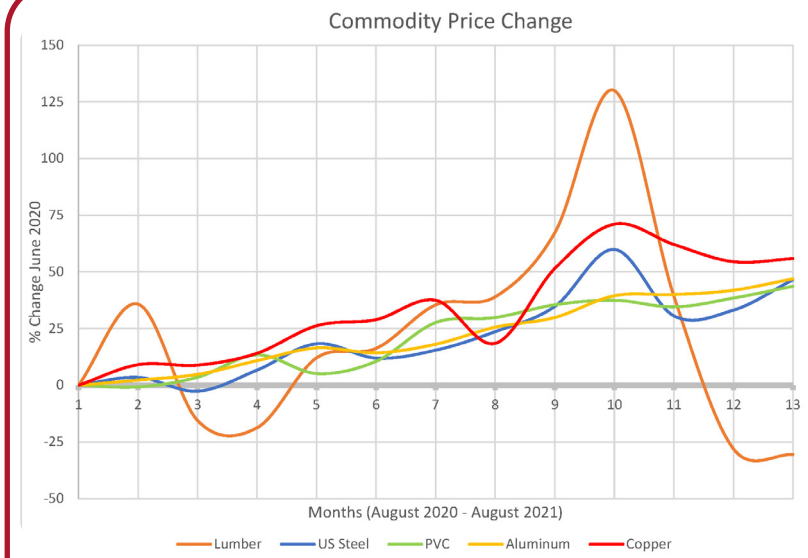
Accurate estimates establish the foundation for a successful project. The process we have developed is transparent and provides real-time budget updates throughout the project. We will work closely alongside BCDM to provide feedback that gives you insight into the specific budget impact of design decisions as your project reaches final design.

CMR Best Practices:

- Engage select subcontractors and suppliers for assistance, reference historical cost data, and update this information based on recent results from relevant projects
- Participate in design conversations, site investigation, and due diligence with project architects and district stakeholders
- Use 3D scanning and drone technology to identify challenges and solutions that will minimize budget and schedule impacts
- Track decisions and document impacts to project schedules and budgets
- Monitor budgets in real-time through design development and construction documents and keep all stakeholders informed throughout the process
- Communicate continuously with key suppliers and subcontractors to maintain an up-to-date understanding of market dynamics (see commodities report sample at right)

Best Practices Lead to Real Results:

These strategies have helped us develop a strong track record for success: historically, our conceptual estimates average within 2% of the final GMP and our final projects average 3% below the GMP.



Ralston Public Schools' Takeaway:

On this project, it will be critical to provide an accurate baseline estimate as soon as possible. Given the current market conditions, the team may want to explore various options for materials and systems to mitigate cost escalation, volatility, and lead times. Boyd Jones has recent, relevant experience evaluating different options for elementary school construction and renovation that will allow us to add value immediately.

Above is an example from our commodities report compiled by our team of preconstruction experts. This report is updated in real-time to provide accurate estimates and track lead times for materials.

PROJECT SCHEDULING

Our ability to find innovative approaches to project scheduling is rooted in our commitment to driving the most value for our PreK-12 partners. We understand that time is money, so we're already focused on your timelines before we're even selected.

CMR Best Practices:

- Build Critical Path Method (CPM) schedules to keep all scopes of work on track for timely completion
- Develop and execute procurement strategies, including early bid packages where possible, to meet or exceed required timelines
- Attract the best selection of subcontractors to maximize budget and achieve critical milestones
- Implement the plan developed in preconstruction in the safest, most cost-effective, and efficient manner possible
- Create, review, and update three-week look-ahead schedules to ensure all subcontractors and suppliers know next steps
- Prioritize the safety of occupants to proactively plan for construction

Best Practices Lead to Real Results:

When extreme rainfall threatened to disrupt foundation pours and jeopardize the schedule on a recent education project, we worked with the project engineer to successfully develop and implement an alternative footing system to make up for lost time and save weeks' worth of work in the schedule.



Ralston Public Schools' Takeaway:

The success of the new Mockingbird Elementary project will depend on our ability to come up with creative ways to expedite the project schedule. We will work with the design team to evaluate and select materials/methods that will reduce the overall schedule and save money. We are already assessing ways to complete portions of the Blumfield, Meadows, and Wildewood scopes of work during summers in order to reduce the overall duration of the project.

COORDINATION WITH OTHER CONSULTANTS

We strive to integrate with the design team and other consultants immediately upon selection. Our suite of technology platforms and commitment to communication sets the tone for close collaboration through scheduling and phasing, constructability reviews, and cost estimating—setting up your project for success from day one.

CMR Best Practices:

- Work closely with the architect and district to establish clear expectations and understanding of the scope and design intent
- Leverage collaborative technology to track and share the team's work including detailed and continuously updated budgets, scope narratives, cost adjustment logs, and cost history flowcharts
- Look ahead as design continues to assess feasibility, availability of subcontractors and suppliers, and where we can streamline future construction means and methods

Best Practices Lead to Real Results:

Our ability to collaborate with other consultants for work with the Red Oak Community School District led to a more streamlined approach to construction that saved $5 million for the district and shaved months' worth of time off the final schedule.





Ralston Public Schools' Takeaway:

Based on recent successes with BCDM on projects for Fort Calhoun Community Schools and DC West Community Schools, we have built a mutual level of trust and best practices for coordinating to come up with innovative solutions. We are excited about the opportunity to identify and overcome challenges with the district and design team. We also look forward to working with Alvine and Lamp Rynearson to provide the owner with the best solutions to the obstacles that will be inherent with these projects.

PROCUREMENT OF BIDS FOR CONSTRUCTION

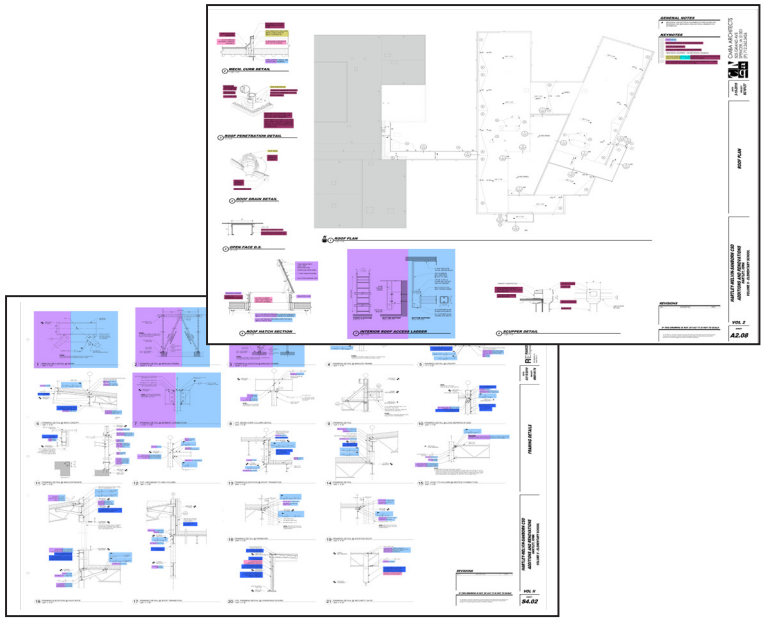
Successful bid days require careful collaboration with the district, architect, and other consultants to ensure everyone has a thorough understanding of the project scope, design intent, and schedule. Boyd Jones has a strong reputation among qualified subcontractors and suppliers throughout the region and uses multiple strategies to ensure good coverage and competition on bid day.

CMR Best Practices:

- Host local subcontractor outreach events and pre-bid conferences to answer questions about the project and procurement processes to drive awareness and interest
- Identify areas during design reviews where we believe more detail is necessary for accurate bidding results
- Identify the potential for early procurement for major building components, systems, and other materials with long lead times to keep the project on schedule and streamline the flow of resources during construction
- Use a careful process to identify each detail of the plans and specifications and assign them to specific bid scopes

Best Practices Lead to Real Results:

On a recent public project, we hosted outreach events that attracted more than 50 local subcontractors and suppliers supplemented by a calling campaign before bids were due. This led to excellent coverage, competitive bids, and bid day results that matched our $29.16 million initial estimate.



Ralston Public Schools' Takeaway:

We know that we can attract a large number of bidders for these projects by working with you and the design team to solidify a plan and scope of work that can be clearly shared with subcontractors prior to bidding. We have found that clearly communicated scopes and expectations lead to great bid days. We have ideas for how to navigate all of the projects and we look forward to evaluating further with the project team.

Above are examples of bid forms that break down aspects of the project by scope.

PROJECT SUPERVISION & MANAGEMENT

One key to success in project management is our construction team's inclusion in the planning and preconstruction process, which ensures a smooth transition once work begins in the field. For your projects, a project manager, superintendent, and field staff will work seamlessly to keep improvements and construction on schedule and running smoothly. Our experienced superintendent's leadership promotes quality, schedule adherence, and budget adherence during the construction phase.

CMR Best Practices:

- Include operations personnel in preconstruction to ensure design intent is not lost in transition to construction
- Maintain safety through site separation, background checks for site workers, and inspections by our safety team and third-party inspectors
- Pre-task meetings with subcontractors to ensure as-builts are updated daily and expectations are clearly understood
- Inspect work completed every day so our superintendent can enforce those expectations and require subcontractors to correct anything found out of compliance with plans and specifications
- Minimize disruption to learning and building operations; maintain separation between students, staff, faculty, and construction activities; control noise and the spread of dust; and explore options for swing space to maintain the safest possible learning environment

Best Practices Lead to Real Results:

Boyd Jones is safer than 90% of firms in the industry. Our outlook on safety and project management helped us find an alternative approach to phasing for HMS Community School District that leveraged swing space to completely remove students from a building during active construction, leading to improved safety and $500,000 in savings for the district.



Ralston Public Schools' Takeaway:

Our teams' experience on similar education projects will help us to identify risks early in the process and utilize our previous successful outcomes and lessons learned as a tool to help us exceed your expectations of the cost, schedule, and construction disturbance/hassle over the course of these projects.

Above is photo of a weekly subcontractor meeting held by the superintendent and attended by the project manager. These meetings allow for in-person communication to coordinate deliveries, set expectations for the week, and ensure the team is maintaining the schedule.

COMMUNICATION WITH THE SCHOOL DISTRICT

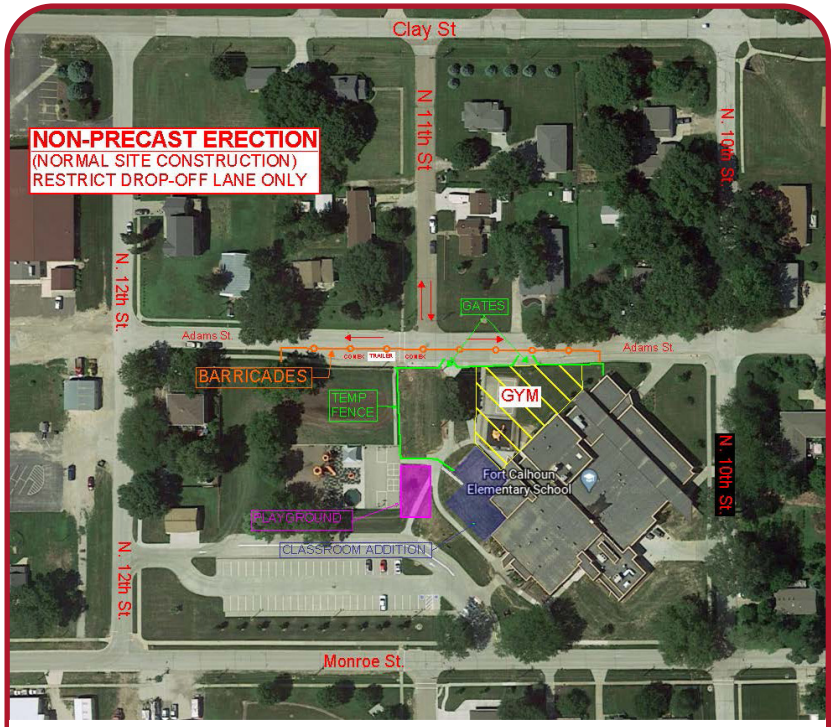
Each district has specific preferences regarding communication. This includes understanding who should be involved in various project phases, how frequently to provide updates, and which channels should be used to communicate. The project team will communicate and collaborate from day one, leading to a thorough understanding of timelines and expectations for every phase of the project.

CMR Best Practices:

- Clarify communication preferences immediately upon selection
- Develop and implement norms for communication based on preferences to ensure consistency throughout the project lifecycle
- Establish a regular schedule of owner meetings to ensure that status updates are delivered and that decisions are made in a timely manner
- Daily interactions with our on-site superintendent give the district critical insight into progress during the construction phase

Best Practices Lead to Real Results:

Prior to mobilizing for multiple projects with Omaha Public Schools, Boyd Jones met with key stakeholders to learn about specific site considerations such as student flows, bus routes, drop off/pick up locations, vehicle traffic, etc. We presented individualized site plans for each school to ensure their needs were accommodated while also allowing teams to safely perform work and minimizing impact on school operations. Work inside the buildings was carefully coordinated to ensure everyone had a clear understanding of where and when work would take place.



Ralston Public Schools' Takeaway:

We are already encouraged by your willingness to communicate what you know and don't know. We look forward to the opportunity to build a relationship based on trust and transparency. Our success on these projects will only be possible by clearly and consistently communicating where we are and where we're going so that we can work in lockstep as a team.

Above is an example of a site plan developed in collaboration with Fort Calhoun Community Schools.



DC West Community Schools

Character, Integrity, Reputation, Judgment, Experience, and Efficiency

Boyd Jones

REFERENCES

Financial
Travis Flodine
Managing Director - Middle Market Commercial Real Estate Banking
CIT Bank
15950 West Dodge Road
Omaha, NE 68118
402.351.2554

Project of Similar Scope
Ryan Saunders
Superintendent
Springfield Platteview Community Schools
14801 S 108th Street
Springfield, NE 68059
402.592.1300

Facility User
Dr. Melissa Poloncic
Superintendent
DC West Community Schools
401 S Pine Street
Valley, NE 68064
402.359.2583

"

One of the things that impressed me most about Boyd Jones is they were upfront and talked me through the process. I felt comfortable asking them questions knowing I would get a concise and exact answer. I appreciated and valued the communication. They are people that I feel comfortable with and I know that they have our school district's best interests at heart and I'm thrilled with how they've worked with us.

Dr. Melissa Wheelock
Minden High School
Superintendent

Boyd Jones did a great job phasing the whole project. Phasing is key to an occupied project. Their constant communication has been imparative to this process. We knew exactly what they're doing each day so that we could manage our classes. Boyd Jones is a company that you want to work with.

Dr. Don Johnson
Fort Calhoun Community School District
Superintendent (retired)

When I think of Boyd Jones, I think of quality and care. They've taken very good care of us and it's always been at a standard that's best for our school district. I personally want to thank them for all the guidance they have given me as a new superintendent taking on a bond in my first year. This is a time of opportunity for our district and I can't think of a better partner to be doing this with.

Dr. Melissa Poloncic
DC West Community School District
Superintendent



Fort Calhoun Community Schools

Quality of Performance

Boyd Jones





Fort Calhoun Community Schools

5876 County Road P43 | Fort Calhoun, NE 68023

Relevant Features

- Elementary school
- Addition & renovation
- BCDM partnership
- Multiple projects/phases
- Student swing space
- Boyd Jones team members: Emily Bannick, Leila Knowles, Justin Cadwallader, Sean Yahnke

Overview

Boyd Jones began its relationship with Fort Calhoun Community Schools to help them turn around voter opposition to a proposed bond issue. We worked with the district, architect, and fiscal agent to implement a robust community engagement plan that led to the bond passing at 59%. Since then, we've completed approximately 118,000 SF of renovations and additions, including more than $12 million in bond-funded projects.

A 93,000 SF renovation and addition at the junior-senior high school includes a new competition gym, industrial tech, locker and weight rooms, media center, fine and performing arts spaces, kitchen, cafeteria, administrative offices, storm shelter, and a secured entrance. Because the building was fully occupied during construction and required concurrent work in different areas, we took special care to maintain life safety systems including fire alarms, sprinklers, and mechanical systems.

Since that project, we've been selected to return for multiple renovation and addition projects at the district's elementary school. Projects include a renovated entry, new kitchen, elevator system, new classrooms, and a gym addition.

LEVERAGING SWING SPACE

One of the biggest challenges on the project was determining where students would go during the complex renovation. Boyd Jones priced options for portable classrooms and alternate swing space facilities. The selected option was to build temporary classrooms within the new gymnasium, which was the most cost effective solution and added value to building the gym – a hot button issue for many voters during the bond issue election.

CREATIVE SOLUTIONS FOR SAFE SEPARATION

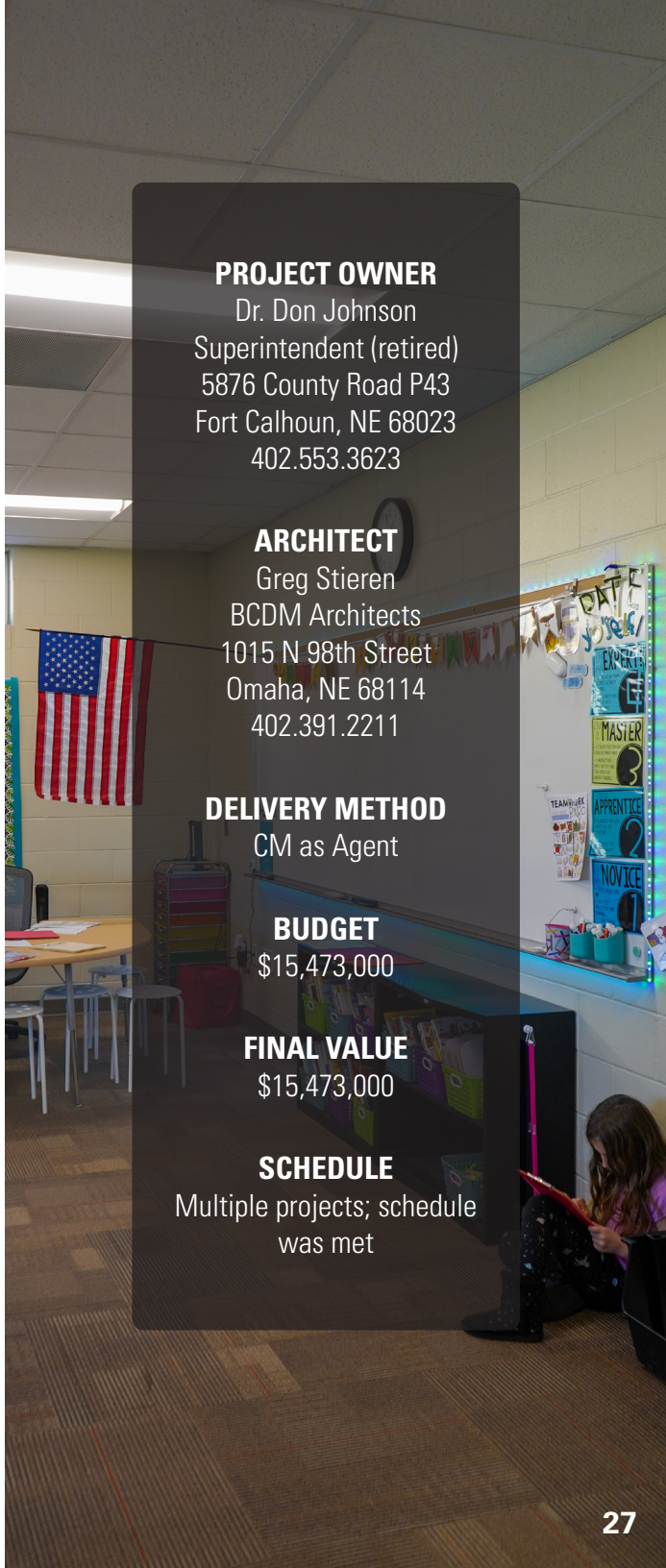
The project site was characterized by one team member as "living life on a postage stamp." The core of the site was situated in a tight footprint with 10' high dirt walls with a singular access point. This made access to materials far more challenging than on most other projects. The project team found opportunities, however:

- Boyd Jones reconfigured its approach to site logistics and improved off-site organization of materials and equipment.
- The team procured and scheduled delivery of supplies to the site for optimum efficiency
- Site safety was not sacrificed through construction, since the project site was completely enclosed with fencing that allowed students, staff, and members of the community to continue using nearby sidewalks while also ensuring adequate separation from active construction

Together, these strategies ensured a critical level of continuity and safety for the district, since classes were in session through a majority of the construction and we also restricted our employees' access to the building.

MAXIMIZING BOND TO MAINTAIN DISTRICT'S VISION

The budget for the junior-senior high school project was extremely aggressive, and there were numerous facility needs that could not be sacrificed. Boyd Jones worked to ensure that the project cost remained within the district's expected budget. Using tools like a cost adjustment log during preconstruction, we tracked every design decision and cost impact, ensuring that there were no surprises on bid day. The end result was a project brought in early at .02% under original conceptual estimates.



PROJECT OWNER
Dr. Don Johnson
Superintendent (retired)
5876 County Road P43
Fort Calhoun, NE 68023
402.553.3623

ARCHITECT
Greg Stieren
BCDM Architects
1015 N 98th Street
Omaha, NE 68114
402.391.2211

DELIVERY METHOD
CM as Agent

BUDGET
$15,473,000

FINAL VALUE
$15,473,000

SCHEDULE
Multiple projects; schedule was met





DC West Community Schools

401 S Pine Street | Valley, NE 68064

Relevant Features

- New elementary school
- BCDM partnership
- Multiple projects/phases
- Student swing space
- Boyd Jones team members: Emily Bannick, Leila Knowles, Justin Cadwallader, and Sean Yahnke

Overview

Boyd Jones has been a proud partner in the district's planning efforts since 2014. By solving problems creatively, minimizing cost, and always keeping in mind the best interest of the district, we have successfully completed 260,000 SF of renovations, additions, and new construction across multiple campuses.

Initial work involved renovations and additions to solve accessibility, life-safety, and indoor air quality issues at the middle school. New water service, fire sprinklers, and boiler systems were added to replace services that were contained in a demolished portion of the building. Six restrooms were renovated to solve accessibility issues and a new preschool playground was built.

In October of 2016, the district needed to accommodate students from the Waterloo campus, so Boyd Jones developed a solution to create permanent value rather than investing in portable classrooms. A planned future addition for the school was used to create a ten-classroom, temporary middle school on the Valley campus for the 2017 school year.

The 84,000 SF elementary school was completed simultaneously with renovations to science classrooms. The elementary project features a new gymnasium, kitchen, media center, and about 30 classrooms designed to accommodate continued growth within the district. Adaptive classroom spaces can be reconfigured to fit different learning modes and abundant daylight integrates the natural and built environments.

We are currently working with the district to construct a new middle school and performing arts addition. These projects will complete the vision for the district.

PARTNERSHIP DRIVES HIGH QUALITY & VALUE

Boyd Jones leveraged its relationship with the architect for the new elementary school to elevate the quality of finishes for the client. The same design was used on a project in central Nebraska, and multiple site visits to that facility that resulted in:

- Detail revisions to improve on design elements and a streamlined phasing strategy for the project in Valley before construction began
- Improved approach to completing terrazzo floors within the new elementary
- An overall more durable level of finishes throughout the building

This strategy required careful communication with the architect, and, together, our commitment to quality and ideal client outcomes resulted in a completed project with a superb level of finish quality and attention to detail.

LEVERAGING EXPERTISE TO PREVENT FUTURE ISSUES

Boyd Jones' independent assessment of the job site revealed the potential for flooding. In order to keep the aesthetic of the new building in line with existing structures and prevent flooding, the new elementary needed to be raised 3' higher than original specifications. Our team leveraged our builder expertise and attention to detail to advise the project team to make the change. The additional elevation led to:

- Avoiding the catastrophic flooding that affected the entire region during 2019
- Achieving a more seamless integration of the new building with the existing structures on campus

Our approach resulted in a safe learning environment and the project was completed with zero interruptions due to flooding.

SMART PHASING STRATEGIES RESULT IN SAVINGS

The district was experiencing an ongoing struggle with mold issues at the middle school building that eventually resulted in the forced relocation of several classrooms. Instead of procuring temporary space through the purchase of portable classrooms, Boyd Jones came up with a different approach resulting in significant savings:

- Accelerating construction of a planned athletics addition to be used for temporary swing space
- Lowering ceilings in the new building shell to better accommodate learning spaces
- Streamlining installation of sheetrock to save time in completing rough interior finishes

This approach led to more than $1 million in savings for the district and created an 11-classroom addition in just 13 weeks—in time to begin instruction for the fall semester in the new building.



PROJECT OWNER
Dr. Melissa Poloncic
Superintendent
401 S Pine Street
Valley, NE 68064
402.359.2583

ARCHITECT
Casey Painter
BCDM Architects
1015 N 98th Street
Omaha, NE 68114
402.391.2211

DELIVERY METHOD
CM at Risk

BUDGET
$24,473,000

FINAL VALUE
$24,473,000

SCHEDULE
Multiple projects; schedule was met

CLAIMS
None





Springfield Platteview Community Schools

14801 S 108th Street | Springfield, NE 68059

Relevant Features

- New construction and renovation
- New elementary school facilities
- Multiple projects/phases
- Boyd Jones team members: Emily Bannick, Leila Knowles, Sean Yahnke, Jeff Gustafson, and Justin Cadwallader

Overview

Springfield Platteview Community Schools selected Boyd Jones for our community engagement and construction management expertise as the district planned an ambitious $24.8 million, bond-funded capital projects program to accommodate significant enrollment growth.

Faced with climbing enrollment at its 56-year-old Springfield Elementary building, the district identified four key areas for its bond program: increased safety and security, adequate learning space, reliable infrastructure, and room for growth. Today, we're in the early stages of projects at two sites that will address these needs.

A completely new, 77,806 SF Springfield Elementary will accommodate three sections of each grade level and includes spaces dedicated to special education, preschool, and intervention that do not exist at the current building. Additions totaling 13,000 SF at Westmont Elementary will result in a new gymnasium that doubles as a storm shelter, a new kitchen, and a new administration area with security upgrades to the primary building entrance.

TEAMWORK HELPS ACHIEVE SCHEDULE GOALS

The team was presented with a tight schedule, as the district wants to start classes in the new elementary school for the 2022-2023 school year. To meet the July 2022 completion date for the 77,806-SF building, Boyd Jones:

- Worked with the design team to create an early bid package for mass grading and site utilities
- Released that bid package in Summer 2020 so work could begin in September 2020

This approach resulted in critical infrastructure work being completed by the time the ground froze and enabled Boyd Jones to hit the ground running in Spring 2021, setting the project up for timely completion aligned with the district's expectations.

PHASING STRATEGIES KEEP STUDENTS SAFE

Constructability coordination was critical to establishing realistic timelines at Westmont Elementary. A critical component of the project is a new administrative area with secure entrance. To ensure that the district had a functional building to begin the 2021-2022 school year, Boyd Jones:

- Worked with the design team to identify alternative building materials that will expedite the schedule and minimize disturbances during construction
- Developed a plan with the building principal and district superintendent to begin work in March 2021
- Provided illustrated and narrative preliminary plans for scheduling and phasing to make our strategies clear

Effective communication and close collaboration with district stakeholders and the design team resulted in a phasing strategy that enabled us to complete a major portion of work at Westmont as a summer slam—ultimately reducing the schedule and mitigating risks of this portion of work happening while school is in session.

LEVERAGING NEW CONSTRUCTION MATERIALS FOR ADDED SAFETY AND EFFICIENCY

We were unable to utilize standard sheet-pile methods to support the dirt adjacent to the below grade gym and cafeteria addition at Westmont Elementary because of the potential for settling and cracking of existing masonry. Instead, the team utilized heli-walls to shore the upper-level preschool classroom while installing the footings and cast-in-place concrete retaining walls for the addition. With an interlocking technology, heli-walls provide a significant safety advantage. They are designed for tight, sensitive spaces making them ideal for the project. By leveraging this new material, we were able to construct the addition without disturbing or damaging the existing structure while also maintaining the schedule.



PROJECT OWNER
Ryan Saunders
Superintendent
14801 S 108th Street
Springfield, NE 68059
402.592.1300

ARCHITECT
Rick Hauptman
Alley Poyner Macchietto
1516 Cuming Street
Omaha, NE 68102
402.763.2738

DELIVERY METHOD
CM at Risk

BUDGET
$24,854,900

FINAL VALUE
In Progress

SCHEDULE
In Progress

CLAIMS
None





HMS Community School District

Hartley, Melvin, & Sanborn, IA

Relevant Features

- New elementary school
- Renovation and additions
- Multiple projects/phases
- Boyd Jones team members: Emily Bannick, Leila Knowles, and Justin Cadwallader

Overview

Hartley-Melvin-Sanborn Community School District (HMS) selected Boyd Jones for a major construction and renovation project includes a new elementary school and playground, a major renovation and new gymnasium at the district's middle school, and new spaces for industrial technology and wrestling at the high school.

The new elementary school replaced a 1930's-era structure in Hartley that has outlived its useful life and no longer accommodated modern accessibility standards. Spacious learning commons just beyond the main entrance and at the opposite end of the building anchor the new facility, with abundant natural light filling all learning spaces throughout.

At the middle school, renovations resulted in a dramatically modernized learning environment punctuated by collaborative studio spaces and commons areas. The addition provides a new gymnasium, locker rooms, kitchen, and music room.

PHASING PLAN IMPROVES SAFETY, SAVES MONEY

The initial phasing plan called for the renovation of the middle school and the construction of the new elementary school to be done concurrently. The middle school would be occupied during construction, resulting in loss of efficiency and safety risks. Boyd Jones found a better solution:

- Construct the new elementary school first, and move students into the new space
- Perform the middle school addition and renovation second, and relocate the middle school students to the old elementary school while work is being done

These changes resulted in improved safety for students, a more streamlined schedule, and more optimal use of personnel - and saved the district over $500,000.

EARLY BID PACKAGES CREATE SCHEDULE EFFICIENCIES

Because there is a mandatory time requirement to allow soils to settle before work on footings and foundations can start, Boyd Jones sought to maximize time in the schedule by accelerating bid packages for certain portions of the project. We achieved this by:

- Collaborating with the architect to create an early sitework package that was bid out a month before the remaining project scope
- Starting sitework early, allowing the required time for soils settlement while other scopes of work were being bid out

This partnership approach with the architect allowed specific portions of site work to start early and kept the overall project on schedule.

ENSURING BID COVERAGE FROM REGIONAL SUBS

Recruiting qualified subcontractors and fielding competitive bids is critical and it was important to HMS to work with as many local subcontractors as possible. To address this, we:

- Leveraged our invitation-to-bid database, subcontractor outreach events, calling campaigns, and word-of-mouth referrals in the weeks before bids were due

These efforts resulted in 90+% local subcontractor participation for this project, with only a small number of subs coming in from more than an hour outside of the district's footprint. Bid coverage was comprehensive and competitive, keeping the project well within budget.



PROJECT OWNER
Patrick Carlin
Superintendent
300 N 8th Ave W
Hartley, IA 51346
712.928.3406

ARCHITECT
Adam Van Gorp
CMBA Architects
2111 S 67th St. Ste. 300
Omaha, NE 68106
712.262.3426

DELIVERY METHOD
CM as Agent

BUDGET
$26,000,000

FINAL VALUE
$26,000,000

SCHEDULE
Elementary: 487 Days
Middle: 488 Days
High: 170 Days

CLAIMS
None





Red Oak Community School District

2011 N 8th Street | Red Oak, IA 51566

Relevant Features

- New elementary school
- Multiple projects/phases
- Boyd Jones team members: Emily Bannick, Leila Knowles, and Justin Cadwallader

Overview

Boyd Jones has become a trusted partner of Red Oak Community Schools through the master planning process. In total, our work together includes 225,000 SF of new construction and renovations, all funded by a successful bond election.

A highlight of our work with the district comprises 130,000 SF of additions and renovations at the junior-high school that now features a STEAM center with a new competition gymnasium and locker rooms; performing arts auditorium; new culinary arts lab; CTE space; new commons area and kitchen; an elevator; new media center and modernized classrooms; commercial kitchen for FCS instruction; two new science labs; and new mechanical and fire-suppression systems.

We also completed a 6,500 SF addition at the district's primary school with fire suppression upgrades throughout their 65,000 SF building. Another project resulted in new central administrative offices for the district.

SWING SPACE KEEPS SCHEDULES ON TRACK

The district was challenged with finding adequate space for students and teachers while their classrooms were being renovated. Boyd Jones worked with the school to:

- Develop a no-cost solution using parts of the new construction area as swing space
- Create an additional plan with the school to relocate the district's communication network to a temporary building
- Solve issues with serving lunch in a temporary area during construction

These strategies saved significant money, kept construction on schedule, and ensured that all school functions and activities remained in operation.

SEPARATING STUDENTS FROM ACTIVE JOBSITES

Working around an existing school building introduces specific safety challenges and a classroom addition project at one building was directly adjacent to a playground. To create more distance and increase safety around the site, Boyd Jones:

- Reconfigured the school's fencing to create more separation between the playground and active construction site
- Utilized the schedule to increase separation by completing demolition and foundations during the summer months while students were on break
- Completed the final tie-in of the addition over Christmas break to minimize the impact to existing classrooms and instruction

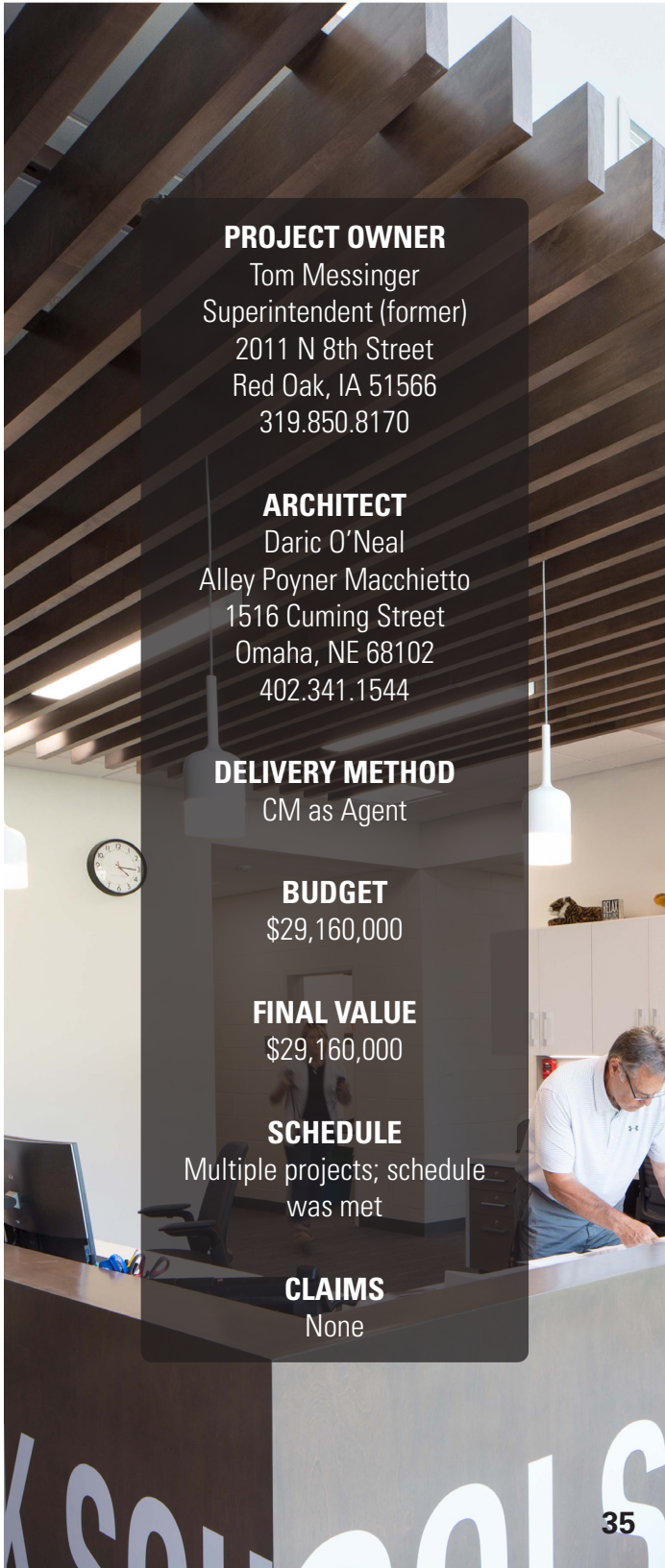
As a result, students and staff at this building were completely separated from construction activities for the duration of this project.

FINDING A BETTER WAY TO ORGANIZE PLANNED ADDITIONS

A series of additions spread throughout Red Oak's high school campus required careful analysis and attention to detail in the planning stages. We worked with the district and architect to streamline phasing to:

- Ensure an optimal flow of labor and resources throughout renovations and additions
- Consolidate multiple additions into fewer locations

Minimizing additions around the perimeter of the high school and organizing them within the existing structure resulted in $5 million in savings—reducing the total cost from $34 million to $29 million—and provided a more accessible learning space for students and faculty in the completed facility.



PROJECT OWNER
Tom Messinger
Superintendent (former)
2011 N 8th Street
Red Oak, IA 51566
319.850.8170

ARCHITECT
Daric O'Neal
Alley Poyner Macchietto
1516 Cuming Street
Omaha, NE 68102
402.341.1544

DELIVERY METHOD
CM as Agent

BUDGET
$29,160,000

FINAL VALUE
$29,160,000

SCHEDULE
Multiple projects; schedule was met

CLAIMS
None



Fort Calhoun Community Schools

Ability to Perform within the Time Specified

Boyd Jones











HMS Community School District
(most recent project)

DESIGN COMPLETED
3/12/2019

SUBSTANTIAL COMPLETION
Proposed: 8/1/2020
Actual: 8/1/2020

FINAL COMPLETION
Proposed: 8/14/2020
Actual: 8/14/2020

WARRANTY WORK
No significant warranty work was necessary

CLIENT CONVENIENCE
The client was not inconvenienced by delivery dates

CLAIMS
None

Springfield Platteview Community Schools

DESIGN COMPLETE
11/19/2020

SUBSTANTIAL COMPLETION
Proposed: 7/29/2022
Actual: In Progress

FINAL COMPLETION
Proposed: 8/29/2022
Actual: In Progress

WARRANTY WORK
No significant warranty work was necessary

CLIENT CONVENIENCE
The client was not inconvenienced by delivery dates

CLAIMS
None

Fort Calhoun Community Schools
(most recent project)

DESIGN COMPLETE
6/22/20

SUBSTANTIAL COMPLETION
Proposed: 6/4/21
Actual: 5/20/21

FINAL COMPLETION
Proposed: 7/02/2021
Actual: 6/21/2021

WARRANTY WORK
No significant warranty work was necessary

CLIENT CONVENIENCE
The client was not inconvenienced by delivery dates

CLAIMS
None

DC West Community Schools
(most recent project)

DESIGN COMPLETE
8/5/2015

SUBSTANTIAL COMPLETION
Proposed: 8/11/2017
Actual: 8/11/2017

FINAL COMPLETION
Proposed: 8/16/2017
Actual: 8/16/2017

WARRANTY WORK
No significant warranty work was necessary

CLIENT CONVENIENCE
The client was not inconvenienced by delivery dates

CLAIMS
None

Red Oak Community School District
(most recent project)

DESIGN COMPLETED
3/28/2018

SUBSTANTIAL COMPLETION
Proposed: 12/15/2019
Actual: 12/15/2019

FINAL COMPLETION
Proposed: 12/31/2019
Actual: 12/31/2019

WARRANTY WORK
No significant warranty work was necessary.

CLIENT CONVENIENCE
The client was not inconvenienced by delivery dates

CLAIMS
None



DC West Community Schools

Previous and Existing Compliance

Boyd Jones

FAILURE TO COMPLY

Boyd Jones has not been cited for failure to comply with local, state, or federal laws of any nature.

CIVIL OR CRIMINAL ACTIONS

There are no civil or criminal actions pending against Boyd Jones or proposed members of the team.



Red Oak Community School District



Superintendent Conducting Subcontractor Meeting

Other Information

Boyd Jones

SUBCONTRACTORS

The ability to self-perform work can insulate projects from a tight labor market. We fully anticipate subcontractor participation in all major areas of the project, as we maintain successful, long-term partnerships with a variety of subcontractors and see many benefits of working with those in and near your community. However, we can utilize our self-perform capabilities to ensure proper coverage.

If it's in the best interest of the project, we can self-perform the following work items with our own forces: foundation concrete, rough carpentry, firestop, finish carpentry, and specialties. Our self-performance capabilities enhance our capacity to control cost and quality, as well as drive the schedule more efficiently. We believe that we offer our clients several tangible benefits by maintaining in-house control over certain construction elements.

All scopes of work not listed above and deemed necessary for the completion of the project will be subcontracted. These include, but are not limited to: site work, demolition; concrete footings, foundations, and flatwork; structural steel material and erection; masonry; roofing, sealants, and moisture barriers; doors, windows, and glazing; framing, drywall, and ceilings; paint and carpet; mechanical, electrical, and plumbing.

CURRENT CAPACITY

We have adequate capacity and are prepared to proceed with all aspects of the project if designated as the preferred firm.

PROPOSED CHANGES TO CONTRACT

We have positive and productive working relationships with KSB School Law, having worked through similar contracts on recent projects. We are confident that we can reach a mutually acceptable agreement.

CM FEE

Boyd Jones has used both lump sum and percentage fees for CM at Risk projects. We are equally comfortable with both fee structures, and will use the method most preferred by Ralston Public Schools.

PROPOSED FEE FOR PRECONSTRUCTION COSTS

For preconstruction, we propose a fee of $14,500.

FEE, GENERAL CONDITIONS, & COST OF WORK MATRIX

Cost Category	Fee and General Conditions	Cost of Work	Comments
Home Office Expenses			
Home Office Overheads	X		
Business Development	X		
Training & Development	X		
Human Resources	X		
Accounting	X		
Home Office Printing/Copying	X		
Home Office Supplies	X		
Licenses	X		
Insurance & Bonds			
Project Specific Insurance		X	
Payment and Performance Bonds		X	
Precon/Construction Phase Staff			
Project Executive		X	
Sr./Project Manager		X	
General Superintendent		X	
Superintendent(s)		X	
Project Engineer		X	
Safety Manager		X	
Preconstruction Manager	X		Included in Preconstruction Fee
Estimators	X		Included in Preconstruction Fee
VDC Manager		X	
Contract Administrator		X	
Jobsite Operations			
Trailers/Job Office		X	
Storage Trailers		X	
Cell Phones		X	
Computer		X	
Office Supplies		X	
Vehicles, Fuel, Maintenance		X	
Travel Expenses/Per Diem		X	
Document Reproduction		X	
Site Maintenance		X	
Postage & Couriers		X	
Site Signage		X	
First Aid		X	
Temporary Toilets		X	
Water, Ice, Cups		X	
Dumpsters		X	
Permits		X	
Project Management Software		X	
Materials Layout		X	
Field Engineering and Equipment		X	
Testing		X	
Security		X	
Surveying & Layout		X	
Temporary Utilities		X	
Temporary Fencing		X	
Interim Cleaning		X	
Final Cleaning		X	
Temporary Partitions & Enclosures		X	
Fire Protection		X	
Temporary Roads		X	
Temporary Parking		X	
Temporary Laydown		X	
Parking Fees		X	
Scaffolding		X	
Safety Rails		X	
Pump Water		X	
Traffic Control		X	
Taxes		X	
Tariff Surcharges		X	
Progress Photos		X	
Drone/VDC		X	
Information Technology		X	
Commissioning		X	
Mobilization		X	
Demobilization		X	

LEGAL NAME AND STATUS OF THE CM

Firm Name: Boyd Jones Construction
Established: 1924
Incorporated: September 19, 1963; Nebraska

LEGAL AUTHORITY TO PERFORM

NEBRASKA
Good Life. Great Connections.
DEPARTMENT OF LABOR

Pete Ricketts, Governor

Contractor Registration Certificate

This certificate is non-transferable

Registration # 21342-21

Date Expiring: 9/15/2022

BOYD JONES CONSTRUCTION
BOYD JONES CONSTRUCTION COMPANY
950 S 10th Street Suite 100
OMAHA, NE 68108

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508
402-471-2239

John N. Albin
Commissioner of Labor



Boyd Jones

950 S 10th Street, Suite 100
Omaha, NE 68108
www.boydjones.biz



WEITZ

Ralston PUBLIC SCHOOLS

BCDM architects

ELEMENTARY SCHOOL IMPROVEMENTS

CMR Proposal / December 22, 2021

WEITZ IN THE COMMUNITY

At The Weitz Company, we know that community stewardship is just as important as providing quality building services. Weitz supports a variety of charitable and community organizations both on a national and local level.

The majority of our Nebraska employees are parents with children in public schools, so we have a passion for advocating for and supporting our local schools as well as various children's programs. Some of the local organizations that we give back to include the following:

CASA Court Appointed Special Advocates FOR CHILDREN — SARPY COUNTY CASA PROGRAM

yes YOUTH EMERGENCY SERVICES

Together We Transform Lives TEAMMATES MENTORING

Children's square U.S.A. Building Vision, Courage and Will

partnership 4 kids

outlook NEBRASKA Redefining Vision

COLLEGE OF SAINT MARY

ACE MENTOR PROGRAM ARCHITECTURE • CONSTRUCTION • ENGINEERING

UNO Scholarships

FOODBANK FOR THE HEARTLAND

METROPOLITAN Community College

PAPILLION-LA VISTA SCHOOLS FOUNDATION INVESTING IN THE FUTURE

The Jackie Robinson Foundation Education is our pitch

BRUSH UP NEBRASKA

TOWN AND COUNTRY HUMANE SOCIETY BUILDING BRIGHTER TOMORROWS

Papillion Community Foundation

GREATER OMAHA CHAMBER REACH

NAWIC The National Association of Women in Construction

CAREEROCKIT



ACE MENTORING
OPS Adams Elementary School



KOATS 4 KIDS
Omaha Public Schools



ACE MENTORING
OPS Burke High School Class Tours



UNO DURHAM ENGINEERING
Pink Hard Hat Days



CASA
2021 Family Christmas Gifts



NAWIC
Food Drive

WEITZ

8715 South 121st Street
La Vista, Nebraska 68128
P: 402.592.7000
F: 402.592.0015

December 22, 2021

RALSTON PUBLIC SCHOOLS
RE: CONSTRUCTION MANAGER SERVICES REQUEST FOR PROPOSAL

Dear Ralston Public Schools Selection Committee,

The Weitz Company is pleased to submit our qualifications and responses for the Ralston Public Schools elementary school improvement projects. We are excited about the positive impacts that this project will have for the Ralston community by improving your districts' schools.

Throughout our submission, we have identified our strengths and similar experiences that will ensure that by choosing Weitz, your projects will be a success. A few key points to watch for are as follows:

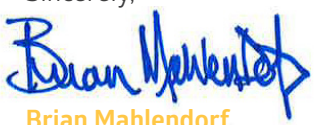
+ **FASTER COMPLETION WITHOUT RELOCATING STUDENTS AND STAFF** If there is one thing that the Weitz team has learned through our K-12 building experience, its that faculty and students must have access to their facilities without disruption. For us, that has meant completing our school projects within the most accelerated schedule possible, often months and even years ahead of the district's programmed schedule. We will renovate the three elementary schools in summers two and three, so that staff and students do not have to relocate to Mockingbird.

+ **OUR PROJECT MANAGER IS PART OF THE RALSTON COMMUNITY** Jason Crosier, our Project Manager and K-12 expert, is a vested stakeholder of the Ralston community and his family voted for the Ralston bond. He has seen the improvements made in other school districts and he wants the same opportunity for his daughter, Georgia, who will attend Meadows Elementary in the Fall of 2023. Jason is a stakeholder in this project and will advocate for the best quality and results for Ralston every step of the way.

+ **INNOVATIVE SOLUTION EXPERIENCES FOR K-12 PROJECTS** Our team has experience from constructing over two million square feet in additions and renovations to K-12 facilities in the last three years, improving learning environments for over 11,280 students. Throughout this experience, we have utilized innovative solutions to meet our clients needs for cost, quality, and schedule. Heating systems can be changed out over the cooling season. Prefabricating exterior window systems allows for quick installation during down time. Working nights to install fire sprinkler and room finishes would limit impact for education spaces. Each of these options, and many others, will be considered for use on your projects in order to minimize impact and maximize value for your District.

These are the strengths and values you can expect when you chose Weitz as your building partner. We look forward to our future discussions.

Sincerely,



Brian Mahlendorf
VP and General Manager
The Weitz Company
8715 South 121st Street, La Vista, NE 68128
E: brian.mahlendorf@weitz.com / P: 402.510.4012

TABLE OF CONTENTS

SECTION 01
Financial Resources

SECTION 02
Ability to Perform

SECTION 03
Character, Integrity & Reputation

SECTION 04
Quality of Performance

SECTION 05
Ability to Perform Within Schedule

SECTION 06
Compliance

SECTION 07
Other Information

SECTION 08
Legal Name and Status

SECTION 07
Other Information

SECTION 08-09
Legal & Incurred Costs

01 WEITZ FINANCIAL RESOURCES

In 1855, Charles Weitz founded his construction company on quality craftsmanship and a commitment to client satisfaction. In 166 years much has changed at The Weitz Company, but the ideals upon which our company was founded remain the same.

Today, Weitz is one of the nation's most respected general contractors, operating offices in Arizona, Colorado, Iowa, Florida, Minnesota and Nebraska. Weitz reported revenues of $1.1 Billion for each of the last three years.



INSURANCE

ACE American Insurance Company
2600 N. Central Expressway
Richardson, TX 75080

Insurance coverage limits per occurrence
Worker's compensation - $1,000,000
Bodily injury - $2,000,000
Property damage - $4,000,000

Automobile per occurrence
Bodily Injury - $2,000,000
Property Damage - $2,000,000

BONDING

Weitz's financial strength and management capabilities have qualified them to bond any project they have chosen to undertake. Weitz has received approval on bonds for individual projects in excess of $300,000,000 with a total bonding capacity of $2,000,000,000.

Weitz has surety bond credit established with Travelers Casualty and Surety Company of America which is A.M. Best rated A++ (Superior) FSC XV, Berkshire Hathaway Specialty Insurance which is A.M. Best rated A++ (Superior) FCS XV and Fidelity and Deposit Company of Maryland / Zurich American Insurance Company which are A.M. Best rated A+ (Superior) FCS XV.

a SURETY LETTER

TRAVELERS

December 15, 2021

Ralston Public Schools
Attn: Mark Alder
3545 Park Drive
Ralston NE 68127

RE: The Weitz Company, LLC
Elementary School Facilities Improvement Project

Dear Mr. Alder:

This letter will confirm that The Weitz Company, LLC ("Weitz") is a highly regarded and valued client of Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company and Zurich American Insurance Company and we are privileged to provide their surety bonds. Weitz's financial strength and management capabilities have qualified them to bond any project they have chosen to undertake. Weitz has received approval on bonds for individual projects in excess of $300,000,000 with a total bonding capacity of $2,000,000,000. However, this aggregate amount should not be considered a limit to their program. Weitz has surety bond credit established with Travelers Casualty and Surety Company of America which is A.M. Best rated A++ (Superior) FSC XV, Berkshire Hathaway Specialty Insurance Company which is A.M. Best rated A++ (Superior) FSC XV and Zurich American Insurance Company which are A.M. Best Rated A+ (Superior) FSC XV.

We understand that this project is valued at approximately $40,000,000. We anticipate no problem providing 100% Performance and Payment Bonds at the request of Weitz should it be awarded this contract. However, please be advised that the issuance of any final bonds will be subject to confirmation of appropriate project funding and the acceptable review of the construction contract and bond terms and conditions by Weitz and its sureties as well as normal underwriting considerations at the time the bonds are required.

The consideration to issue bonds on this project is solely a matter between Weitz and its surety and neither Weitz, nor its surety, assume any liability to third parties or to you by issuance of this letter.

Weitz has an excellent reputation in the construction industry and is ranked among the top builders in the United States with annual revenues that have exceeded $1.4 billion.

Sincerely,
Travelers Casualty and Surety Company of America (AM Best A++, FSC XV)
Berkshire Hathaway Specialty Insurance Company (AM Best A++, FSC XV)
Zurich American Insurance Company (AM Best A+, FSC XV)

C.K. Nakamura
Attorney-in-Fact

One Tower Square
Hartford CT 06183

b INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 353 North Clark, 10th Floor Chicago IL 60654	**CONTACT NAME:** Tara Brusek **PHONE (A/C, No, Ext):** 312-414-3976 **FAX (A/C, No):** **E-MAIL ADDRESS:** Tara.Brusek@alliant.com
INSURED ORASCON-01 THE WEITZ COMPANY, LLC WEITZ NEBRASKA	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Hartford Fire Insurance Compan 19682 INSURER B : Hartford Underwriters Insuranc 30104 INSURER C : Hartford Casualty Insurance Co 29424 INSURER D : Twin City Fire Insurance Compa 29459 INSURER E : Pacific Insurance Company, Lim 10046 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 802977687 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	83 CSE QU3422	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	83 UEN QU3423 83 AB QU3424	6/1/2020 6/1/2020	6/1/2021 6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	83 XST QU3425	6/1/2020	6/1/2021	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	83 WN QU3420 83 WBR QU3421	6/1/2020 6/1/2020	6/1/2021 6/1/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	PROFESSIONAL / POLLUTION LIABILITY	Y	Y	83 CPI AA9784	6/1/2020	6/1/2021	PER CLAIM AGGREGATE	$ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid/proposal for Facilities Renovations Repair – William T. Dwyer High School – RFP #21C-021R, Project No.: 2201-7100.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

02 WEITZ ABILITY TO PERFORM

a PROPOSED PROJECT TEAM ORGANIZATION CHART

Ralston PUBLIC SCHOOLS

WEITZ

BRIAN MAHLENDORF
GENERAL MANAGER/ VP

PRECONSTRUCTION

SEAN HANRAHAN
CHIEF ESTIMATOR

MAKENZIE MILLER
PROJECT ESTIMATOR

PROJECT TEAM LEAD

JASON CROSIER
PROJECT MANAGER

KRISTIN LARSEN
ASST. PROJECT MANAGER

KEI'LAH SADLER
PROJECT ENGINEER

CONSTRUCTION

RON MARSH
PROJECT SUPERINTENDENT

JUSTIN TAYLOR
PROJECT SUPERINTENDENT

SUPPORT STAFF

AARON ANDERSON
VICE PRESIDENT OF SAFETY

EXPERIENCE TO NOTE: GRETNA ELEMENTARY SCHOOL

The majority of our proposed team has worked on our Gretna Elementary project. The graphic below illustrates the similarities that relate to the Ralston projects. We have highlighted these similarities throughout this proposal because we believe this experience allows our team to provide the highest level of understanding and quality solutions for your projects.

Size
- 60,000 Square Feet
- $8,000,000 Value

Scope
- New HVAC. mechanical and electrical
- Project finishes
- Learning environment improvements
- New fire sprinkler and alarm system
- Space reconfiguration
- ***Completed in three months***

WILDEWOOD

Size
- 52,000 SF

Scope
- New electrical
- Project finishes
- New fire sprinkler
- New alarm system

MEADOWS

Size
- 48,000 SF

Scope
- New HVAC
- New electrical
- Project finishes
- New fire sprinkler

BLUMFIELD

Size
- 61,000 SF

Scope
- Mechanical improvement
- Project finishes
- Space reconfiguration
- Learning improvements

b SPECIALTY SUB-CONSULTANTS

Our team does not anticipate the need for any sub-consultants. However, early competitive subcontractor packages could be advantageous for determining the most effective and cost efficient option to meet design intent.

c RALSTON TEAM RESUMES



BRIAN MAHLENDORF

VP & GM, Project Principal
The Weitz Company
E brian.mahlendorf@weitz.com
P 402.510.4012

EDUCATION, REGISTRATIONS OR CERTIFICATIONS

B.S. Construction Engineering
University of Nebraska- Omaha

YEARS OF EXPERIENCE

With Weitz: 20
Construction Industry: 28

AFFILIATIONS

Omaha Zoning Board of Appeals

La Vista 84th Street Corridor Steering Committee

La Vista Community Foundation - Chair

Papillion La Vista Community Schools Advisory Committee

Sarpy County Chamber of Commerce Board of Directors

2018 Sarpy Business Leader of the Year

ABOUT BRIAN'S ROLE

Brian is known for his reliability and for ensuring project success. He will ensure that our team meets or exceeds your expectations. As a leadership representative of your project, Brian will provide direction to the team for effective and efficient project delivery.

After spending his first years with Weitz as a Project Manager and now serving as our leader, Brian has an understanding of key outcomes for customers and tailoring solutions to their needs. Additionally, his experience has given him first-hand knowledge of site constructability, leading customers and project teams throughout project planning and delivery. Brian has developed many long-term relationships with clients and earned their trust through seamless project execution.

EXPERIENCE:

OMAHA PUBLIC SCHOOLS MULTIPLE PROJECTS / ROLE: PRINCIPAL
COMPLETION: VARIOUS / $55,000,000+
Brian has led the construction teams for on numerous projects for OPS. Weitz was recently awarded the cost budgeting for master planning the education transformation and physical modernization of all 107 OPS buildings.

Project Similarities: **The projects are all for K-12 School improvements. Our teams are working on providing value and minimizing construction inconveniences before the work even begins.**

UNIVERSITY OF NEBRASKA OMAHA PROJECTS / ROLE: PRINCIPAL
COMPLETION: VARIOUS / $62,000,000+
Brian has provided guidance for all project teams of new or renovated facilities on UNO's campus. His leadership has helped both preconstruction and construction teams turn over successful projects for the University.

Project Similarities: **Most of the projects for the UNO campus were renovations or additions for existing buildings. Our teams worked around campus activity in order for classes to stay in session and all pathways to be safely utilized.**

VETTER HEALTH SERVICES - VARIOUS PROJECTS / ROLE: PRINCIPAL
COMPLETION: VARIOUS / $100,000,000+
Weitz has worked with VHS since 1998, constructing new facilities along with a number of renovation projects. The renovation projects require additional planning, coordination, and public safety as these facilities are occupied by residents who require a high level of care.

Project Similarities: **The projects for Vetter Health were renovations or additions for existing buildings and required similar coordination needed for schools.**

REFERENCES

OPS Multiple Projects

Darwin Rhodes, Owner's Representative
A: 3215 Cuming Street
Omaha, NE 68131
P: 531.299.0180
E: darwin.rhodes@ops.org

UNO Multiple Projects

Larry Morgan, Owner's Representative
A: Facilities Management and Planning Kayser Hall, 6001 Dodge Street Omaha, NE 68182
P: 402.554.2500
E: lmorgan@unomaha.edu

VETTER Multiple Projects

Steve Hansen, Vetter Construction Manager
A: 20220 Harney St.
Elkhorn, Nebraska 68022
P: 402.895.3932
E: shansen@vhsmail.com

PRIMARY POINT OF CONTACT



JASON CROSIER

Project Manager, K-12 Specialist
The Weitz Company
E jason.crosier@weitz.com
P 402.506.2570

EDUCATION, REGISTRATIONS OR CERTIFICATION

Bachelors in Construction Management
University of Nebraska

YEARS OF EXPERIENCE

With Weitz: 7
Construction Industry: 15

AFFILIATIONS

Sarpy County Leadership class of 2016

ABOUT JASON'S ROLE

Jason was chosen for your project because he is a member of the Ralston community and his daughter will attend Meadows elementary in Fall of 2023. Jason's father was a long time educator and instilled a passion for providing the best learning environments for the next generation.

Jason has become our K-12 Specialist and has led many of our renovation projects of various sizes and scope. His responsibilities include scheduling, cost control, subcontractor management, contract negotiations, administration, staging, logistics, planning and reporting. His first priority is constant communication with the client and design team. His phone is always on and he will always be ready to respond to questions or concerns regarding your project.

EXPERIENCE:

GRETNA ELEMENTARY SCHOOL / ROLE: PROJECT MANAGER
COMPLETION: 2019 / $8,000,000
The school received a major HVAC and plumbing redo, as well as the installation of high-efficiency windows and improvements to interior and exterior lighting, cabinets, shelves, kitchen materials and appliances, ceilings, paint and carpet. This project finished twelve months early due to strong planning upfront and diligent team accountability. The team began planning and construction prior to the release of construction documents.

Project Similarities: The planning process was detailed such that every day was detailed in the schedule. Initial coordination and communication with subcontractors allowed for an accelerated three-month build.

OPS CENTRAL HIGH SCHOOL IMPROVEMENTS / ROLE: PROJECT MANAGER
COMPLETION: 2022 / $9,000,000
Central High School, the oldest active school in Omaha, is undergoing capital improvements performed by Weitz. The school, built in 1900, is getting modernized infrastructure including HVAC and plumbing.

Project Similarities: This high school project will oversee the renovation and refresh with the improvement of outdated infrastructure.

OPS SOUTH HIGH SCHOOL / ROLE: PROJECT MANAGER / COMPLETION: 2022
$10,400,000
South High School is undergoing improvements performed by Weitz. The school will be getting modernized infrastructure- including mechanical systems, refreshed interior finishes and locker rooms, and modernized learning environments.

Project Similarities: This high school project will also oversee the renovation and refresh of a high school with the improvement of outdated infrastructure.

METRO 24 BUS STOPS / ROLE: PROJECT MANAGER / COMPLETION: 2020
$10,300,000
This project added 24 bus stops to the Metropolitan transit authority's routes. The project provided improved job access for night shift workers and streamlined services, making routes more direct and easier to navigate for first-time riders.

Project Similarities: This project was in a very busy public area and required extra safety precautions.

OPS TEACHER ADMINISTRATIVE CENTER / ROLE: PROJECT MANAGER
COMPLETION: 2020 / $2,000,000
The OPS Teacher's Administrative Center (TAC) is the administrative hub for OPS. The building project updated finishes and converted former classroom and office spaces and eliminated the former cafeteria. Our team was able to take advantage of COVID shutdowns and start the project before design was complete. Work was completed before staff returned full time to the TAC building.

Project Similarities: This project renovated an older building with new finishes and reconfigured spaces. TAC was built with a fast track schedule and went from idea to completion in four months with minimal disruption.

REFERENCES

GRETNA Project: Gretna Elementary School

Rich Beran, Superintendent
A: 801 South Street
Gretna, NE 68028
P: 402.332.3265
E: rberan@gpsne.org

OPS Projects: TAC, Central high, South High

Darwin Rhodes, Owner's Representative
A: 2222 Cuming Street
Omaha, Nebraska 68102
P: 531.299.0180
E: darwin.rhodes@ops.org

METRO Project: Metro Transit Stops

Joy Willoughby, Senior Project Manager
A: 3215 Cuming Street
Omaha, NE 68131
P: 402.341.0800
E: jwilloughby@ometro.com



KRISTIN LARSEN

Asst. Project Manager, The Weitz Company
E kristin.larsen@weitz.com
P 402.850.0772

EDUCATION

Bachelors in Civil Engineering Iowa State University

Masters in Business Administration Midland University 2020

YEARS OF EXPERIENCE

With Weitz: 6
Construction Industry: 6

AFFILIATIONS AND COMMUNITY INVOLVEMENT

Youth Sports Coach

National Association for Women in Construction (NAWIC)

ABOUT KRISTIN'S ROLE

Kristin was selected due to her extensive experience working on school renovation projects. She is also passionate about youth mentoring and coaching, as a member of ACE mentoring, participant in NAWIC volunteer programs, and youth volleyball coach.

Kristin will work with our team for budget controls, project supervision, contract writing, submittals, material ordering, and scheduling. She will ensure all materials are on time for each stage of construction.

EXPERIENCE:

OPS ADAMS ELEMENTARY AND BLACKBURN SCHOOL
ROLE: ASSISTANT PROJECT MANAGER / COMPLETION: 2022/ $4,300,000
Both projects for OPS will upgrade the schools infrastructure, technology and outdated fixtures and finishes. These projects share manpower and resources for efficient delivery. Weitz is upgrading the schools mechanical and electrical systems as well as interior finishes. Final mechanical and electrical change outs were completed during the fall and winter breaks.

Project Similarities: This is a summer school interior renovation project. Weitz utilized all school breaks to complete major scopes of work.

GRETNA ELEMENTARY SCHOOL / ROLE: ASSISTANT PROJECT MANAGER
COMPLETION: 2019 / $8,000,000
The school received a major HVAC and plumbing redo, as well as the installation of high-efficiency windows and improvements to interior and exterior lighting, cabinets, shelves, kitchen materials and appliances, ceilings, paint and carpet. This project finished twelve months early due to strong planning upfront and diligent team accountability. The team began planning and construction prior to the release of construction documents.

Project Similarities: The planning process was detailed such that every day was detailed in the schedule. Initial coordination and communication with subcontractors allowed for an accelerated three-month build.

UNO MAMMEL HALL / ROLE: ASST. PROJECT MANAGER
COMPLETION: 2021 / $12,000,000
This design-build project for UNO's Mammel Hall addition will provide more space for classrooms; faculty offices; research instructional laboratories; individual and group study space; and a multipurpose room that can seat 180 people.

Project Similarities: Coordination of materials has driven an accelerated schedule.

OPS CENTRAL HIGH SCHOOL IMPROVEMENTS / ROLE: PROJECT ENGINEER
COMPLETION: 2022 / $9,000,000
Central High School, the oldest active school in Omaha, is undergoing capital improvements performed by Weitz. The school, built in 1900, is getting modernized infrastructure including HVAC and plumbing.

Project Similarities: This high school project will oversee the renovation and refresh with the improvement of outdated infrastructure.

OPS TEACHER ADMINISTRATIVE CENTER / ROLE: ASST. PROJECT MANAGER
COMPLETION: 2020 / $2,000,000
The OPS Teacher's Administrative Center (TAC) is the administrative hub for OPS. The building project updated finishes and converted former classroom and office spaces and eliminated the former cafeteria. Our team was able to take advantage of COVID shutdowns and start the project before design was complete. Work was completed before staff returned full time to the TAC building.

Project Similarities: This project renovated an older building with new finishes and reconfigured spaces. TAC was built with a fast track schedule and went from idea to completion in four months with minimal disruption.

REFERENCES

OPS Projects: TAC, Adams and Blackburn, and Central

Darwin Rhodes, Owner's Representative
A: 2222 Cuming Street
Omaha, Nebraska 68102
P: 531.299.0180
E: darwin.rhodes@ops.org

GRETNA Project: Gretna Elementary School

Rich Beran, Superintendent
A: 801 South Street
Gretna, NE 68028
P: 402.332.3265
E: rberan@gpsne.org

UNO Project: Mammel Hall Renovation

Larry Morgan, Owner's Representative
A: 6001 Dodge Street
Omaha, NE 68182
P: 402.554.2500
E: lmorgan@unomaha.edu



RON MARSH

Project Superintendent, The Weitz Company
E ron.marsh@weitz.com
P 402.510.7154

EDUCATION

Northwest Missouri Vocational Technical School of Carpentry

YEARS OF EXPERIENCE

With Weitz: 23 Years
Construction Industry: 33 Years

PROFESSIONAL CERTIFICATIONS

Lean Construction

ABOUT RON'S ROLE

Ron was selected for Ralston's Elementary school projects because he has over 33 years of building experience and has spent the last several years working on schools for Gretna and OPS. As a grandfather, he respects and understands Ralston's expectations for site safety and constant communication with schools and all stakeholders.

Through his experience, Ron has the ability to mitigate potential project issues or schedule delays. He is an excellent communicator and works hard in the field with subcontractors to ensure that the project is completed on-time and on-budget.

EXPERIENCE:

GRETNA ELEMENTARY SCHOOL / ROLE: PROJECT SUPERINTENDENT
COMPLETION: 2019 / $8,000,000
The school received a major HVAC and plumbing redo, as well as the installation of high-efficiency windows and improvements to interior and exterior lighting, cabinets, shelves, kitchen materials and appliances, ceilings, paint and carpet. This project finished twelve months early due to strong planning upfront and diligent team accountability. The team began planning and construction prior to the release of construction documents.

Project Similarities: **The planning process was detailed such that every day was detailed in the schedule. Initial coordination and communication with subcontractors allowed for an accelerated three-month build.**

OPS CENTRAL HIGH SCHOOL IMPROVEMENTS / ROLE: PROJECT SUPERINTENDENT
COMPLETION: 2022 / $9,000,000
Central High School, the oldest active school in Omaha, is undergoing capital improvements performed by Weitz. The school, built in 1900, is getting modernized infrastructure including HVAC and plumbing.

Project Similarities: **This high school project will oversee the renovation and refresh with the improvement of outdated infrastructure.**

OPS LOTHROP ELEMENTARY SCHOOL / ROLE: PROJECT SUPERINTENDENT
COMPLETION: 2017 / $5,780,000
This OPS elementary school underwent extensive renovations and updates including; upgrades in MEP systems, playground equipment, roofing, security and technology access, and a more open layout. Lothrop is located on a busy street and requires safety signage and strategic access for construction vehicles.

Project Similarities: **This high school project will also oversee the renovation and refresh of a high school with the improvement of outdated infrastructure.**

COLLEGE OF SAINT MARY MERCY HALL / ROLE: PROJECT SUPERINTENDENT
COMPLETION: 2015 / $5,230,779
This project included the complete renovation of administrative, office, meeting rooms, commercial kitchen and dining space. The update gave the building an external face lift and full mechanical and electrical renovation.

Project Similarities: **This building was occupied during the renovation. Weitz took extra measures to ensure accessibility and safety for staff and students.**

NEW CASSEL ADULT DAY CENTER REMODEL / ROLE: PROJECT SUPERINTENDENT
COMPLETION: 2018 / $1,500,000
The day center was a complete renovation, including complete HVAC and electrical replacement all while maintaining a safe space both the special needs residence as the construction workers. This was accomplished by breaking the space into two phases and minimal disruption to the residence.

Project Similarities: **This project was completed in phases while occupied with residents.**

REFERENCES

GRETNA Project: Gretna Elementary School

Rich Beran, Superintendent
A: 801 South Street
Gretna, NE 68028
P: 402.332.3265
E: rberan@gpsne.org

OPS Project: Central High School

Darwin Rhodes, Owner's Representative
A: 2222 Cuming Street
Omaha, Nebraska 68102
P: 531.299.0180
E: darwin.rhodes@ops.org

COLLEGE OF SAINT MARY
Project: Mercy Hall

Dan Spargen, Facilities Director
A: 7000 Mercy Road
Omaha, Nebraska 68106
P: 402.399.2400
E: dspargen@csm.edu



JUSTIN TAYLOR

Project Superintendent, The Weitz Company
E justin.taylor@weitz.com
P 319.450.1708

EDUCATION

Bachelor of Science in Business Management Morningside College – Sioux City, IA

YEARS OF EXPERIENCE

With Weitz: 4 Years
Construction Industry: 16 Years

ABOUT JUSTIN'S ROLE

The Ralston team can expect an efficient schedule delivery, quality installation, clean site management and safety above all else with Justin as project superintendent. He has worked under many constrained and active sites. This experience allows him to plan activities to arrive just as they are needed and maximize space planning. Justin's responsibility is overall daily site management. This includes driving the schedule to completion, daily quality inspections, safety first focus on a clean site and managing all site activities.

EXPERIENCE:

OPS ADAMS ELEMENTARY AND BLACKBURN SCHOOL
ROLE: PROJECT SUPERINTENDENT / COMPLETION: 2022/ $4,300,000
Both projects for OPS will upgrade the schools infrastructure, technology and outdated fixtures and finishes. These projects share manpower and resources for efficient delivery. Weitz is upgrading the schools mechanical and electrical systems as well as interior finishes. Final mechanical and electrical change outs were completed during the fall and winter breaks.

Project Similarities: This is a summer school interior renovation project. Weitz utilized all school breaks to complete major scopes of work.

BUENA VISTA UNIVERSITY / ROLE: PROJECT SUPERINTENDENT
COMPLETION: 2020 / $3,900,000
This renovation project updated the existing campus library that connects to the existing Siebens Forum. This project added and refreshed space for the school to created a more collaborative environment.

Project Similarities: This project has a fast-Track summer schedule to demolish and renovate 50,000 square feet of library space into new classrooms, offices, workrooms, conference rooms and media center.

METRO 24 BUS STOPS / ROLE: PROJECT SUPERINTENDENT / COMPLETION: 2020
$10,300,000
This project added 24 bus stops to the Metropolitan transit authority's routes. The project provided improved job access for night shift workers and streamlined services, making routes more direct and easier to navigate for first-time riders.

Project Similarities: This project was in a very busy public area and required extra safety precautions.

WERNER PARK SOCCER / ROLE: PROJECT SUPERINTENDENT
COMPLETION: 2020 / $2,009,485
Weitz added a soccer field to the existing Werner Park stadium that runs from the third-base dugout to right field. The project added locker rooms and soccer offices in a short amount of time.

Project Similarities: This project had an accelerated schedule and needed to be completed in time for the first soccer game.

FREMONT YMCA AQUATICS CENTER / ROLE: PROJECT SUPERINTENDENT
COMPLETION: 2018 / $12,687,000
Justin was responsible for reporting project status updates to the YMCA board. This project was on an active YMCA campus, so extra safety measures were implemented. The Aquatics Center addition included the largest YMCA pool in North America.

Project Similarities: The Fremont YMCA project was an addition to an existing occupied facility. The team coordinated construction and safety to keep the building in full operation at all times.

REFERENCES

OPS Darwin Rhodes, Owner's Representative
A: 2222 Cuming Street
Omaha, Nebraska 68102
P: 531.299.0180
E: darwin.rhodes@ops.org

WERNER Martie Cordaro, Owner
A: 12356 Ballpark Way,
Papillion, NE 68046
P: 402.734.2550
E: martiec@
omahastormchasers.com

BVU Suzette Radke, VP of Finance and Admin
A: 610 West Fourth Street
Storm Lake, Iowa 50588
P: 712.749.2044
E: radkes@bvu.edu

YMCA Jerry Rinne, Owner
A: 810 N Lincoln Ave, Fremont,
NE 68025
P: 402.721.6952
E: ymcajerry@yahoo.com

METRO Joy Willoughby, Senior Project Manager
A: 3215 Cuming Street
Omaha, NE 68131
P: 402.341.0800
E: jwilloughby@ometro.com



SEAN HANRAHAN

Chief Estimator, The Weitz Company
E sean.hanrahan@weitz.com
P 402.502.4036

EDUCATION

Bachelor's Degree in Construction Engineering Technologies
University of Nebraska -Omaha

YEARS OF EXPERIENCE

With Weitz: 21
Construction Industry: 29

ABOUT SEAN'S ROLE

Though we've listed the most recent education projects he has worked on, Sean was involved in all of our Preconstruction efforts in the last 21 years. Sean offers 28+ years of expertise in preconstruction planning, constructibility, estimating and value alternate evaluation. He will lead the team through an expedited budgeting review immediately following approval and reach out to partners and systems experts to provide budget savings options for review.

EXPERIENCE:

MILLARD CENTRAL MIDDLE SCHOOL / ROLE: CHIEF ESTIMATOR
SCHEDULED COMPLETION: 2023 / $11,713,000
Sean's leadership through the preconstruction process has allowed this project to move forward faster than anticipated. Weitz was able to create a schedule that will allow for this project to finish three full summers faster than the district had planned.

Project similarities: **Scheduling is the top priority and biggest challenge for Millard Central. Weitz is using previous school experience to complete the project three years faster.**

MILLARD PUBLIC SCHOOLS NORRIS ELEMENTARY / ROLE: CHIEF ESTIMATOR
COMPLETION: 2022 / $4,738,875
Weitz is updating major utilities, refreshing finishes, windows and exterior facade for Norris Elementary. The school is occupied during much of the renovation. Our team is taking every measure possible to ensure that students and faculty face minimal construction impact and are able to utilize their building.

Project Similarities: **This project is being completed in phases with a high level of safety and logistics planning.**

OPS CENTRAL HIGH SCHOOL IMPROVEMENTS / ROLE: CHIEF ESTIMATOR
COMPLETION: 2022 / $9,000,000
Central High School, the oldest active school in Omaha, is undergoing capital improvements performed by Weitz. The school, built in 1900, is getting modernized infrastructure including HVAC and plumbing.

Project Similarities: **This high school project will oversee the renovation and refresh with the improvement of outdated infrastructure.**

OPS SOUTH HIGH SCHOOL / ROLE: CHIEF ESTIMATOR / COMPLETION: 2022
$10,400,000
South High School is undergoing improvements performed by Weitz. The school will be getting modernized infrastructure- including mechanical systems, refreshed interior finishes and locker rooms, and modernized learning environments.

Project Similarities: **This high school project will also oversee the renovation and refresh of a high school with the improvement of outdated infrastructure.**

OPS BURKE HIGH / ROLE: CHIEF ESTIMATOR / COMPLETION: 2018 / $11,800,000
This project (performed in two phases) for Burke High School's addition and renovations took place between the school's portable classrooms and the main building. The school was active during the construction of the addition. Communicating the site logistics plan for the addition was key for the safety and minimization of school disruption for Burke High School. Burke finished nine months earlier than anticipated.

Project Similarities: **The project included an updated central plant with all new equipment, a new fire sprinkler system throughout the project. All restrooms were renovated to meet ADA requirements with new carriers, tile, specialties and plumbing fixtures. Additionally, classroom finishes were updated with flooring, paint and ACT ceilings.**

REFERENCES

MILLARD Norris Elementary and Central Middle School

Jeremy Madson, Facilities Director
A: 12424 Weir St
Omaha, NE 68137
P: 402.715.1229
E: jsmadson@mpsomaha.org

OPS Central, South, and Burke High schools

Darwin Rhodes, Owner's Representative
A: 2222 Cuming Street
Omaha, Nebraska 68102
P: 531.299.0180
E: darwin.rhodes@ops.org



MAKENZIE MILLER

Project Estimator, The Weitz Company
E makenzie.miller@weitz.com
P 308.370.9177

EDUCATION

Bachelor's Degree in Construction Engineering Technologies
University of Nebraska -Omaha

YEARS OF EXPERIENCE

With Weitz: 3
Construction Industry: 3

AFFILIATIONS

National Association for Women in Construction (NAWIC)

ABOUT MAKENZIE'S ROLE

As a Project Estimator, Makenzie is responsible for overseeing cost estimates, value analysis, comparisons, assisting with feasibility studies, and historical cost reports. Additional responsibilities include receiving pricing data from local subcontractors and suppliers. Makenzie will work closely with all team members to provide a total project cost based on input from all team members.

Makenzie is currently working on our OPS South High project and assisted with several other school projects.

EXPERIENCE:

MILLARD PUBLIC SCHOOLS NORRIS ELEMENTARY / ROLE: ESTIMATOR
COMPLETION: 2022 / $4,738,875
Weitz is updating major utilities, refreshing finishes, windows and exterior facade for Norris Elementary. The school is occupied during much of the renovation. Our team is taking every measure possible to ensure that students and faculty face minimal construction impact and are able to utilize their building.

Project Similarities: **This project is being completed in phases with a high level of safety and logistics planning.**

COLLEGE OF SAINT MARY LIED FIELD / ROLE: ESTIMATOR
COMPLETION: 2021 / $13,800,000
This project includes numerous coordinated equipment connections to the structure by both the general contractor and the owner. Weitz added a field house to the existing building with a facility that connects the new and older buildings. The school had sporting events scheduled for the fall of 2021, so our team needed to meet critical milestone dates for successful completion.

Project Similarities: **This project took place on a busy occupied campus with site constraints and safety precautions to work around.**

OPS SOUTH HIGH SCHOOL / ROLE: ESTIMATOR / COMPLETION: 2022
$10,400,000
South High School is undergoing improvements performed by Weitz. The school will be getting modernized infrastructure- including mechanical systems, refreshed interior finishes and locker rooms, and modernized learning environments.

Project Similarities: **This high school project will also oversee the renovation and refresh of a high school with the improvement of outdated infrastructure.**

OPS CENTRAL HIGH SCHOOL IMPROVEMENTS / ROLE: ESTIMATOR
COMPLETION: 2022 / $9,000,000
Central High School, the oldest active school in Omaha, is undergoing capital improvements performed by Weitz. The school, built in 1900, is getting modernized infrastructure including HVAC and plumbing.

Project Similarities: **This high school project will oversee the renovation and refresh with the improvement of outdated infrastructure.**

OPS TEACHER ADMINISTRATIVE CENTER / ROLE: ESTIMATOR
COMPLETION: 2020 / $2,000,000
The OPS Teacher's Administrative Center (TAC) is the administrative hub for OPS. The building project updated finishes and converted former classroom and office spaces and eliminated the former cafeteria. Our team was able to take advantage of COVID shutdowns and start the project before design was complete. Work was completed before staff returned full time to the TAC building.

Project Similarities: **This project renovated an older building with new finishes and reconfigured spaces. TAC was built with a fast track schedule and went from idea to completion in four months with minimal disruption.**

REFERENCES

MILLARD SCHOOLS
Norris Elementary
Jeremy Madson, Facilities Director
A: 12424 Weir St, Omaha, NE 68137
P: 402.715.1229
E: jsmadson@mpsomaha.org

COLLEGE OF SAINT MARY
Lied Field House
Dan Spargen, Facility Director
A: 7000 Mercy Road Omaha, Nebraska 68106
P: 402.399.2400
E: dspargen@csm.edu

OMAHA PUBLIC SCHOOLS
TAC, South & Central
Darwin Rhodes, Owner's Representative
A: 2222 Cuming Street Omaha, Nebraska 68102
P: 531.299.0180
E: darwin.rhodes@ops.org



AARON ANDERSON

Vice President of Safety, The Weitz Company
E aaron.anderson@weitz.com
P 402.740.0665

EDUCATION

Bachelor of Arts, Political Science
University of Nebraska - Lincoln

YEARS OF EXPERIENCE

With Weitz: 15
Construction Industry: 25

PROFESSIONAL CERTIFICATIONS

Associate Safety Professional (ASP)

OSHA 502 Outreach Trainer

Construction Safety and Health Technician

Board of Directors – Nebraska Construction Safety and Health Professionals

General Contractor Safety Forum- Lockton

ABOUT AARON'S ROLE

Aaron currently serves as President of the Oakland Craig school board so he brings a different perspective about student and staff safety. He has led the Weitz safety program for over 15 years. His safety leadership has been critical in improving company-wide safety performance and culture. Aaron is a part of the Omaha metro community but has led safety initiatives for all of our projects nation-wide.

Aaron is responsible for the development, implementation, and evaluation of the safety programs Weitz utilizes.

ABOUT AARON AND THE WEITZ SAFETY PROGRAM

Our Weitz Safety Program will focus on a daily regard to the safety of everyone in the Ralston community. We know that these construction projects could potentially have an effect on the daily lives of staff, parents and faculty- from limited access to parking, daily class schedules and scheduled community events. Safety starts in preconstruction with discussion for working around community events, construction travel paths and access to alternative parking and site set up. We aim to make safety the shared value of every employee and subcontractor that sets foot on our site by putting safety behind every decision, operation, and action.

The Weitz Company is an industry leader as the result of our commitment to safety at all levels and our best in class safety processes.

+ "Lead with Safety"
+ Behavior Based Safety
+ Project team safety audits

RELEVANT SAFETY LEADERSHIP EXPERIENCE:

OMAHA PUBLIC SCHOOLS MULTIPLE PROJECTS / ROLE: VICE PRESIDENT OF SAFETY
COMPLETION: VARIOUS / $55,000,000+
Aaron has led the safety plans for numerous projects for OPS. Weitz was recently awarded the cost budgeting for master planning the education transformation and physical modernization of all 107 OPS buildings.

Project Similarities: **K-12 School improvements.**

UNIVERSITY OF NEBRASKA OMAHA PROJECTS / ROLE: DIRECTOR OF SAFETY
COMPLETION: VARIOUS / $62,000,000+
Aaron has provided safety guidance for all project teams for all of the new or renovated facilities at UNO. His program development has helped provide a safe pathways for students and staff at the University.

Project Similarities: **Most of the projects for the UNO campus were renovations or additions for existing buildings.**

COLLEGE OF SAINT MARY MULTIPLE PROJECTS / ROLE: DIRECTOR OF SAFETY
COMPLETION: VARIOUS / $30,000,000+
Weitz has renovated and added on to eight separate buildings for the College of Saint Mary campus. Projects for this campus have included interactive learning environments, a residence hall, indoor field and athletic facility, food hall, and dormitory.

Project Similarities: **Weitz performed renovations and additions on campus. Some of them were performed while the buildings were occupied.**

MIDTOWN CROSSING / ROLE: DIRECTOR OF SAFETY
COMPLETION: 2011 / $221,095,012
Weitz was the General Contractor for this multi-use facility, including a hotel, residential condos and apartments, multiple restaurants, Prairie Life Fitness Center facility, various retail outlets, parking structures and a movie theater. The Weitz Company was also responsible for laying 5,620 LF of storm and sanitary pipe, 290,000 SF of concrete paving, as well as 240,000 SF pedestrian paving. In addition Farnam Street was removed and repaved. As a main connection from the interstate the city required one lane of traffic remain open during all construction operations. The large plaza grass area has become a wonderful community gathering space for markets, festivals and similar specially events.

Project Similarities: **The Midtown project was highly public and required the highest level of coordination for safety and traffic coordination.**

d CONSTRUCTION MANAGEMENT APPROACH

1 COST ESTIMATING AND COST CONTROL

We hold our entire team accountable for project cost control. Our team will engage immediately to provide support to BCDM in review of conceptual design costs against the budget, early schedule durations, value alternate ideas, etc. Our team will be ready to immediately provide necessary detailed information for Ralston Public Schools and BCDM to make design decisions in order to meet milestones set forth for these projects. The first meeting will include a division of responsibilities, deadlines, segmented information due each week and a communication plan. Weitz will utilize our proven preconstruction tools discussed below during this process.

DESIGN REVIEW

We will work with designers in their preparation of design development and construction documents. By doing this, we ensure design documents are thorough and detailed enough to maximize quality, minimize cost and optimize schedule. As design progresses, we will review drawings and specifications for construction sequencing, detail feasibility, durability and schedule/cost effectiveness. Scope of work checklists are prepared to monitor the process in a checks and balances format. This is all communicated in our closure document process.

A bid at the Design Development stage includes specific scopes that are written to accompany bid documents. This is used to clarify scopes of work and infill details to identify responsibilities and prevent duplication or holes in bid coverage.

DETAILED ESTIMATING

Through dialogue, we will understand your culture, communication style, needs and goals for your project. This will enable us to effectively define our role within your overall objectives.

CLOSURE DOCUMENTS

At each design stage the team will provide a closure document to communicate all current information. These documents include an executive summary, detailed estimate, clarifications and assumptions, exclusions, value alternates, schedule and document listing.

VALUE ALTERNATES

All value alternates are tracked on our Bulldog Report. It is a tool that keeps a pulse on the budget and eliminates surprises by tracking all cost changes. As the design of the project progresses, the changes are identified and noted. Costs for each of these changes are estimated using our historic cost database as well as input from key subcontractors. This matrix of differences shows how cost has changed during the evaluation of design and is maintained and shared continuously. It provides real time values of the project and priced options for incorporation or elimination.

SAMPLE BULLDOG REPORT

Pre-GMP	Description	Qty	UOM	Unit $	Total $
					$0
	Reduction in General Condtions	(1)	lsum	$4,552,004.00	($4,552,004)
	Reduction in General Requirements	(1)	lsum	$7,804,059.00	($7,804,059)
	Delete temp utilities	(1)	lsum	$5,910,584.00	($5,910,584)
	Delete temp lobbies				$0
	Spread Fdn - Temp Lobby @ Structure	(30)	cy	$500.00	($15,000)
	Rebar Matl - Temp Lobby @ Structure	(4)	tn	$1,100.00	($4,400)
	Rebar Labor - Temp Lobby @ Structure	(4)	tn	$850.00	($3,400)
	5" SOG - Temp Lobby @ Structure	(3,000)	sqft	$7.00	($21,000)
	WWF Mesh Labor - Temp Lobby @ Structure	(35)	sqft	$25.00	($875)
	WWF Mesh Matl - Temp Lobby @ Structure	(35)	sqft	$25.00	($875)
	Struct Steel Roof Matl - Temp Lobby @ Structure	(3,000)	sqft	$16.00	($48,000)
	Struct Steel Roof Install - Temp Lobby @ Structure	(3,000)	sqft	$10.00	($30,000)
	Temporary Lobby - Interior Finishes Allowance	(3,000)	sqft	$50.00	($150,000)
	Phase 1 Turnover, Temp Lobby Entrance Allowance - Enclosure	(1)	lsum	$100,000.00	($100,000)

ESTIMATING TOOLS- BIM

Weitz is recognized as an industry leader for utilization of model content throughout all phases of construction. We have been maximizing our client's dollars by using model based quantities since 2006 for cost estimation (5D) and Phase Planning (4D). We will use internally created models as well as models created by BCDM to support our preconstruction efforts. The preconstruction team utilizes Assemble to pull quantities into our WINEST detailed estimating software. This result is faster updates on estimates for Ralston Public Schools and BCDM to evaluate options for design. We partner this technology with constructability analysis to create complete assemblies for items that are not modeled in Revit but will be required for the final details. This two-segment analysis provides a predictable cost to quickly make decisions.

GATHERING

- Design and Planning - collaborate with team in Preconstruction to ensure design will work with real world parts and pieces.
- Model based quantity take-off to support estimating process.
- Design Updates - model based reviews and analysis for real-time design changes.

GENERATING

- 3D Spatial Coordination.
- Virtual Reality and Augmented Reality unit mock-ups.

ANALYZING

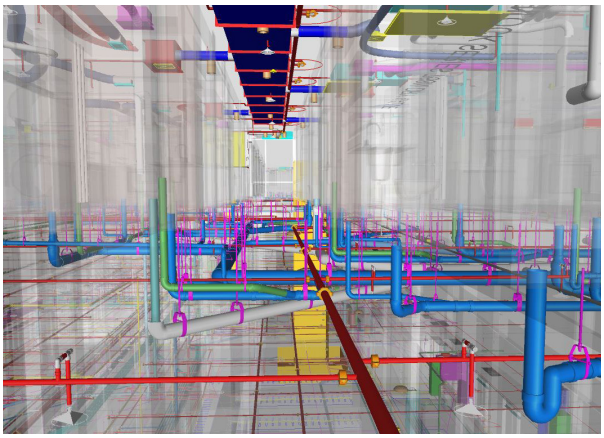
- Evaluate constructability of all building systems.
- Validate project.

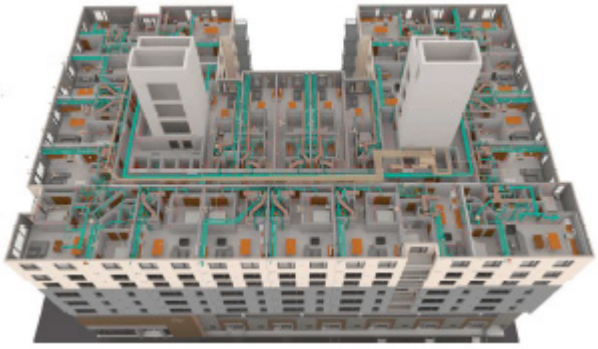
COMMUNICATING

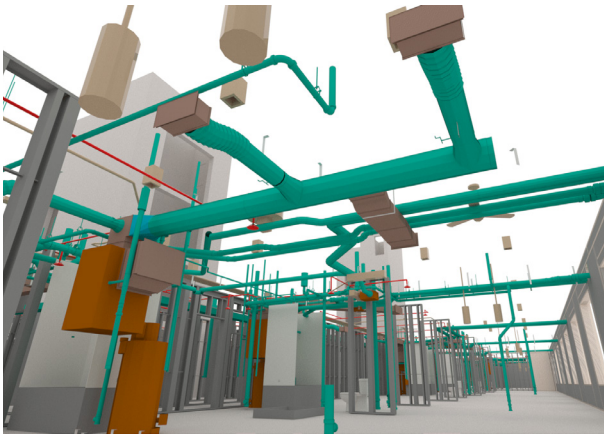
- Visually communicate the project in 2D and a 3D virtual environment.
- Develop higher quality shop drawings from the BIM.

REALIZING

- Prefabrication of components
- Fabrication direct from virtual models - i.e. Mechanical and Electrical plans.
- Model based layout in the field directly from BIM.







VDC AND BIM STRENGTHS

- ✓ Bringing value to our customers through VDC/Integrated construction processes
- ✓ Increasing communication and collaboration for all project team members by visualizing the work in a virtual environment.
- ✓ Eliminating waste in our processes and focusing on continual improvements and innovation.
- ✓ Fostering ingenuity at the project level: our best place for continual improvements and innovation
- ✓ Measuring VDC success in terms of predictability, productivity, and profitability.

Cost control starts with a thorough understanding of project design. Our team utilizes Bid Scopes to verify all details are captured in bids. By anticipating these gray areas of understanding, we identify and get bids for these items preventing requests for additional costs later.

During construction subcontract modifications are tracked through Procore and potential costs are identified immediately. Subcontractors are asked to provide prompt pricing. Simultaneously, the team reviews the reason behind the change and verifies it does constitute a change in scope. If scope change is necessary there are other options that would be have less impact for the overall budget and/or schedule.

A change report is presented at each Owner/Architect/Contractor meeting. The Owner is always aware of the potential cost items that impact the project and empowered to approve, reject or modify changes after a full detailed cost is presented, typically a week from the point it is identified.

WEITZ

SAMPLE **Change Log**

THE WEITZ COMPANY, LLC

TWC, Grouped by Source of Funds

Project # W152300

Number	Date	Description	Status	PCCO No	App Days	Applied
Allowance						
00-015	1/24/18	Window Blinds Allownace	Executed Change Order	0000 - 001	0	$ (40,000)
01-019	12/08/17	Dining Room Screen Walls	Executed Change Order	000A - 003	0	$ (15,716)
01-021	1/24/18	Existing Wellness Entrance	Executed Change Order	000A - 002	0	$ (31,331)
01-022	11/21/17	RFI C-10 Added Floor Sink and Offset Condensate Drain	Executed Change Order	000A - 001	0	$ 0
TOTAL						$ (87,047)
Contingency						
01-033	5/14/18	VOID	007-Canceled		0	$ 0
00-001	12/21/17	ASI 001 Loft - Elevator Substitute Clarifications	Executed Change Order	0000 - 002	0	$ 0
00-003	12/01/17	ASI 003 Loft - Permit Comments Revisions	Executed Change Order	0000 - 001	0	$ 0
00-004	12/01/17	ASI 004 Loft - Floor Framing Revisions	Executed Change Order	0000 - 001	0	$ 0
00-005	1/09/18	ASI 005 Loft - Humidifiers and Electrical Unit Modifications	Executed Change Order	0000 - 002	0	$ 0
00-006	11/15/17	Loft Elevator Door Finish	Executed Change Order	0000 - 001	0	$ 0
00-009	1/17/18	Shingle Upcharge to OC	Executed Change Order	0000 - 001	0	$ 0
00-017	1/18/18	Trex Deck Upgrade	Executed Change Order	0000 - 002	0	$ 0
00-018	2/12/18	ASI 008 Loft Misc. Detail	Executed Change Order	0000 - 002	0	$ 0
00-020	3/01/18	Window Limiters	Executed Change Order	0000 - 003	0	$ 0
00-021	2/16/18	RFI 35 Dryer Exhaust Booster Fan	Executed Change Order	0000 - 002	0	$ 0
00-029	3/29/18	RFI 046 Elevator Relief Hood	Executed Change Order	0000 - 002	0	$ 0
00-047	4/17/18	RFI 52 Area Well for L-1	Executed Change Order	0000 - 003	0	$ 0
00-051	5/25/18	ASI-10 Parking Garage Block Wall & Parking Stall	Executed Change Order	0000 - 002	0	$ 0
00-055	7/20/18	Laundry Room Shelves	Executed Change Order	0000 - 003	0	$ 0
00-059	8/27/18	Trash Chute Power	Executed Change Order	0000 - 003	0	$ 0
01-004	12/18/17	ASI C-04 Permit Notes Clarifications	Executed Change Order	000A - 001	0	$ 0
01-007	12/18/17	ASI C-07 Structure Revision at Library	Executed Change Order	000A - 001	0	$ 0
01-008	1/03/18	ASI C-08 Owner Coordination Revisions	Executed Change Order	000A - 001	0	$ 0
01-009	1/11/18	Convocation MEP Reroute	Executed Change Order	000A - 001	0	$ 0
01-012	1/11/18	Commons Replace A121 Fireplace	Executed Change Order	000A - 001	0	$ 0
01-013	1/18/18	PR C-01 Commons RTU Upgrade	Executed Change Order	000A - 001	0	$ 0
01-015	1/18/18	ASI C-09.1 Owner Electrical Revisions	Executed Change Order	000A - 003	0	$ 0
01-016	1/16/18	Communication Conduit from Wellness to Loft	Executed Change Order	000A - 001	0	$ 0

Prolog Manager Printed on: 10/11/2018 Weitz Nebraska Page 1

The team utilizes trend charts for labor to verify we have utilized the necessary manpower to meet project deadlines. These are used in self-perform work to verify our labor is meeting the cost bid to the Owner. Both instances allow us to control costs throughout construction, verify schedules are being met and make corrections immediately as needed.

Our teams are responsible for reporting costs monthly through forecasting reports. These meetings include Brian Mahlendorf, Accounting and the entire team. Risk is reviewed for budget usage, projection of savings, pending changes and status updates. This information is reported to our national controller each month to verify teams are managing all risk appropriately.

2 PROJECT SCHEDULING

Once awarded the projects, our Weitz team would immediately begin working with Ralston and BCDM on the planning and scheduling process. We will work with BCDM and contact trade partners to discuss options and manpower needs to create a realistic schedule and then evaluate for any possible acceleration.

Our goal, especially for our education projects, is to minimize the overall project completion time. Through early engagement with BCDM and Ralston team, Jason Crosier will lead our team in creating detailed schedules outlining design and construction responsibilities for each. We'll create a detailed phasing plan for each elementary school to be analyzed by each team and revised to meet any additional needs as specified by the schools. Timelines for design packages and procurement deadlines will be established and communicated. At each point along the agreed upon schedule, verification of each goal will be tracked. Prior to school summer break, the team will do a final analysis before beginning construction.

The examples below illustrate the schedule acceleration that we've been able to create for some of our recent K-12 projects. Through our experience and with the similarities that Ralston's Elementary schools share with these projects, our team would be implement similar planning for your schools' construction schedules.

RECENT K-12 PROJECT SCHEDULES

GRETNA ELEMENTARY: 12 MONTHS EARLY

Size 60,000 SF *Value* $8,000,000

Initial Schedule MAY 2019 AUG 2020

Weitz Schedule APR - AUG 2019

OPS NORRIS: 24 MONTHS EARLY

Size 48,200 SF *Value* $7,057,000

Initial Schedule MAY 2021 AUG 2024

Weitz Schedule MAY 2021 AUG 2022

OPS SOUTH: 12 MONTHS EARLY

Size 436,868 SF *Value* $10,400,000

Initial Schedule JUN 2021 AUG 2023

Weitz Schedule OCT2020 AUG 2022

RALSTON PROJECT SCHEDULES

MOCKINGBIRD ELEMENTARY

Size 61,000 SF

Estimated Schedule MAY2022 JUN 2024

WILDEWOOD ELEMENTARY

Size 52,000 SF

Estimated Schedule MAY - AUG 2023

MEADOWS ELEMENTARY

Size 48,000 SF

Estimated Schedule MAY - AUG 2024

BLUMFIELD ELEMENTARY

Size 61,000 SF

Estimated Schedule MAY - AUG 2024

Once construction begins, manpower and progress will be tracked daily. By immediately identifying any decrease in progress or resources, the team can mitigate schedule issues with the subcontractor that day. The schedule will be driven utilizing proven LEAN principles.

LEAN SCHEDULING

Driving a project from design through completion, we own the schedule. LEAN scheduling methods are utilized from design through project closeout. Critical milestones are determined, lead times are incorporated, phasing plans are identified and agreed upon and all team members are held accountable for agreements made. The schedule is updated continuously to track progress and quickly respond to challenges, eliminating potential delays.

a. ***Pull Planning Sessions:*** Pull planning involves entire team, including: Weitz, the Owner, designers and consultants, suppliers, etc., providing input to create project schedules. Pull Planning develops trust, ownership, buy-in and commitment for the project team.

b. ***Managing Constraints:*** A log of open constraints will be maintained and made readily available. Status will be reviewed in weekly planning meetings on-site and at the OAC level. The log will always be available to the responsible individuals involved in planning. A procedure will be established for updating the log.

c. ***Weekly Work Plans:*** The Six-Week Look-Ahead presents the activities that will be taking place in the next six weeks and ensures reliable promises have been made. The Six-Week Look-Ahead is reviewed weekly by the project team at staff meetings, OAC meetings, contractor meetings, etc. The Six-Week Look-Ahead displays the constraints that may affect an activity and the work flow.

d. ***Daily Stand-Ups:*** Stand-up meetings will be held outside of The Weitz Company construction-site trailer and are intended to provide a daily opportunity to allow and encourage communication between all team members and responsible individuals for project needs related to Safety, Quality and Production.



LEAN ADVANTAGES





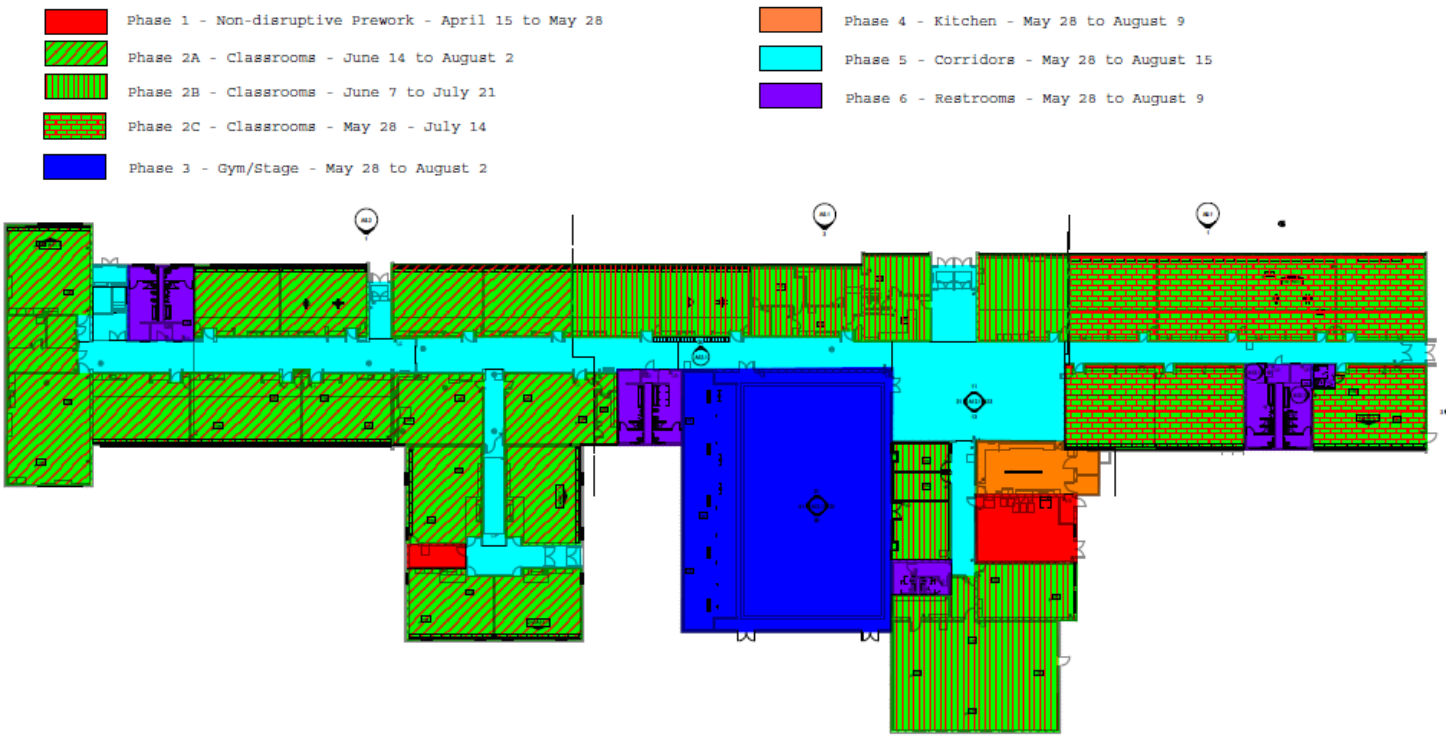


OUR APPROACH TO EARLY SCHOOL SCHEDULING - GRETNA CASE STUDY

The Gretna Elementary project is an excellent example of how project planning prior to construction can save time and money for our clients and create a more efficient plan for our team. The original schedule for the elementary school was fifteen months spanning between two summers when classes were not in session and one winter break. The Weitz team began schedule discussions and logistics planning before the project was even awarded. Our operations team determined that the project could be finished in just three months- or one summer as opposed to the fifteen month projection. Even with unanticipated challenges of asbestos found and a floor collapse of the building, our team successfully delivered the project within our goal timeline. Here's how it was done:

1. ***Weitz did an in-depth review of the schedule of each scope.*** Our team took the bar schedule for each specific scope and layered each on top of the others to see where there was overlap. Each scope schedule was reworked from the desired end date backwards to the beginning of the project. This allowed our team to identify which scopes were the highest priority for early completion so that materials could be purchased accordingly. Using this method, the schedule was reworked several times until each scope fit into the desired schedule.

2. ***Logistics allowed for project efficiency.*** The phasing plan for Gretna allowed for multiple scopes to occur without trade subcontractors getting in the way of each other. The plan worked from east to west- with the exception of the bathrooms and window replacement that were the highest priority for completion. This plan and its implementation allowed for each trade to work efficiently- with finishes being performed in the east of the building while the west was still in demolition.



3. ***Sub-consultant schedules and availability were taken into consideration early.*** There were several other local school projects occurring the same summer as Gretna Elementary and discussions about labor requirements for each scope had to begin early. Our team contacted each trade to determine their work schedules and planned accordingly.

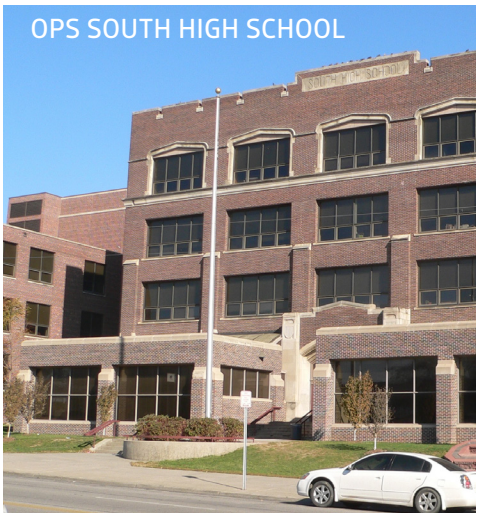
4. ***A high-level of customer advocacy is key.*** Communication on any project is important- but on a project with a compressed timeline it is critical for project success and understanding. Our team worked hand-in-hand with the school and designer throughout planning and construction. When members of the school team that weren't familiar with construction documents, Kristin Larsen walked them through the drawings and color coded them for better understanding.

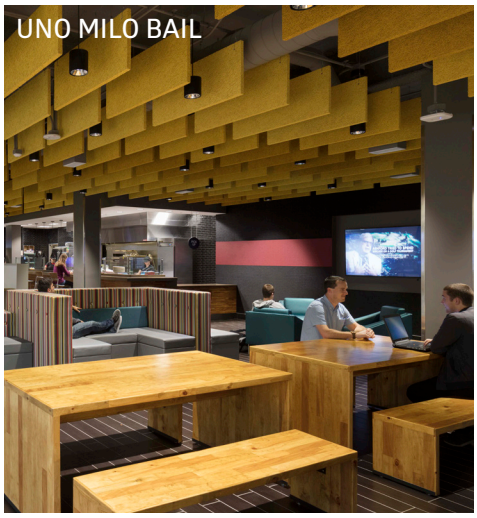
3 COORDINATION WITH OTHER CONSULTANTS

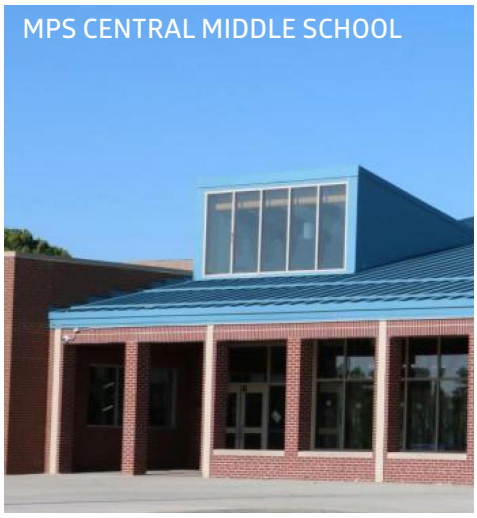
At Weitz, project development is a collaborative process with the design team and client to create the best plan for the project and collaborate on every step of the way. This means that the project itself gets three advocates – the architect, the builder, and the client. Although each are independently empowered to champion a unique part of the process, the collaboration and teamwork is critical to project success.

We know from experience that a successful partnership with the design team is imperative. The Weitz Company and BCDM are currently working together on our OPS South High School project. Together, the teams have corrected a project budget from 2018 to maximize the included scope. Working together to build a scope to manage through design keeps the project's budget on track. This team was able to take the budget through design and settle on a Guaranteed Maximum Price (GMP) under it. This allowed the client to add a few "want" items that had been designed outside the scope.

Weitz has also recently worked with BCDM on UNO Milo Bail Student Center and Millard Public Schools Central Middle School.


OPS SOUTH HIGH SCHOOL


UNO MILO BAIL


MPS CENTRAL MIDDLE SCHOOL

OUR PROJECT MANAGEMENT BELIEF SYSTEM IS THAT:

WE ARE TEAM ORIENTED Our project members will be fully integrated from day one and for the duration of the project. We are committed to collaborating with a project-first mentality. We believe open and honest communication will build trust and transparency for the entire team.

WE WILL LISTEN AND UNDERSTAND Through dialogue, we will understand your culture, communication style, needs and goals for your project. This will enable us to effectively define our role within your overall objectives.

WE WILL DEFINE AND REFINE OUR CONSTRUCTION MANAGEMENT Concepts are defined and refined by fiscal responsibility, practical and technical experience, and quality control and safety measures.

WE WILL WORK COLLABORATIVELY We take a leadership role and foster a spirit of collaboration among all parties on the project team.

WE WILL EXPRESS AND COMMUNICATE To ensure that we maintain a total teamwork approach to the project, we will encourage constant and open communication. We thrive in an 'open-book' approach and value partnership. Your team will have access to all our information: bids, assessments, recommendations and records. This is standard protocol in our operations. This project wins when Weitz becomes an extension of our client. There is no "us vs them" in the way we do business, instead we operate as a participant who is focused on achieving the team's common goals. Weitz will be a true partner for BCDM and Ralston Public Schools.

4 PROCUREMENT OF BIDS FOR CONSTRUCTION

Our Preconstruction team starts early with outreach to potential subcontractors. During design we engage subcontractors in estimating and providing value alternate items. Our schedule of anticipated bidding is kept up to date to allow our trades partners to plan for the bidding window. Any subcontractors Ralston Public Schools or BCDM have a relationship with are included in preconstruction efforts and targeted for bids.

Once documents are ready for bidding, Weitz emails all subcontractors directly and utilizes Building Connected. This software informs local, regional and national subcontractors in the Omaha metro area about the project bidding. By engaging interested subcontractors, Weitz can guarantee multiple bids on each scope of work to maximize competition and procure the best value for the projects.

PREQUALIFICATION

The Weitz Company solicits trade bids from a diverse group of prequalified subcontractors/vendors that have demonstrated their ability to safely perform in the field and to be cost competitive. The robust preconstruction period will allow us to have a comprehensive selection process and obtain the best subcontractors for this project.

Bid Scopes are executed prior to obtaining subcontractor numbers. This ensures we have a complete bid from each subcontractor, preventing holes in the budget or duplication so contingency can be utilized to support the schools "wish list" items throughout the project.

Weitz will competitively bid all key trades (Structural, MEP, Elevation, etc.) as early as the concept/schematic design phase, thus tapping into their expertise throughout the rest of the design process. We know that subcontractor selection will be critical to the success of this project. Our relationship with our subcontractors begins at the solicitation process and continues through the end of the project. We pride ourselves on selecting only prequalified subcontractors that demonstrate the abilities to keep a project on schedule while providing quality work. We have an open line of communication with our subcontractors and encourage them to speak to our references before starting work.

The sample below shows how we tabulate each bid to verify an accurate comparison. These tabulated bid forms will be shared with the owner prior to final approval.

WEITZ /// BUILD A BETTER WAY. Job # W152300 **SAMPLE BID TICKET**

03A Building Footings and Foundations Walls							**September 14, 2017**	**5**
Spec Sections 0					oc #4 - D.D. - 5/24/2017 plus Appl *$273,265* MWBE included in Trade Total		Trade Total *$253,428* Subcontractor	
SUB/SUPPLIER NAME				Weitz1	Stephens & Smith	WEITZ	Barger	TR Constr.
CONTACT								
PHONE								
% Over (Under) Low Bidder					x	x	x	x
Addenda acknowledged				1 & 2	x	x		x
Bond Rate %								
MWBE Status								
Experience Mod. Rate (EMR)								
Prequal Status or Limits								
Acknowledge Weitz Exh A,B,C,D								
BASE BID	Quantity	UOM	Unit $	Weitz Est.	$ 285,350	$ 253,428	$ 275,280	$ 287,652
Per Plans & Specs 100% (Y or					Y	Y	Y	Y
Footings					X	X	X	X
Setting Rebar					X	X	X	X
Set MEP sleeves					X	X	X	X
Set Embeds					X	X	X	X
Pre-Tie Dowels (no wet set)					X	X	X	X
Adjust for pit size/depth					X	X	X	X

Subcontractors Must Submit:

- ✓ Current Financial Statement
- ✓ Detailed List of Current and Completed Projects
- ✓ Project References
- ✓ Safety Ratings
- ✓ Surety Letter
- ✓ Staff Qualifications and Availability for Project Duration

SMALL BUSINESS / DIVERSITY OF BIDDING

The Weitz Company has several jobs that have a Small and Emerging Business requirement. Through these interactions and with regard to the current climate on evaluating opportunities, we have made a commitment to help lead our industry into a more inclusive culture. We will utilize the plans we have in place to provide outreach and opportunities for emerging businesses in the Omaha metro area.

5 PROJECT SUPERVISION AND MANAGEMENT

School campus work, like the Ralston Elementary schools, requires a team who understands that the focus is always on the community. Conditions change on construction sites on a regular basis, these changes require a thoughtful review of the safety concerns both inside our construction fence and outside. Our team has years of experience working on these types of projects. It is in their DNA to review and communicate safety expectations.

Jason Crosier has led over ten K-12 project teams in the last six years. He has also led the majority of our renovation projects throughout his career with Weitz. In addition to being an expert leading school and renovation projects, Jason is a resident of the Ralston Community and would advocate for the school district in every way possible.

Kristin Larsen's experience also includes working on several K-12 schools for Gretna, Omaha and Millard Public Schools. Jason and Kristin understand the unique challenges that these school renovations present and have tools and plans in place to mitigate them. They have worked efficiently as a team and will continue to do so for Ralston.

Superintendents Ron and Justin have worked on various school, public facility, and renovation projects. Together they will create seamless plans for material delivery and subcontractor coordination to keep the project on time and within budget. They also know the importance of keeping job sites clean and safe for the Ralston Community. Here are a few of the tools the Weitz team has employed on school and public job sites in past experience;

BACKGROUND CHECKS AND IDENTIFICATION

For any work on campus where there are children, Weitz requires background checks to be complete by every employee and trades person on-site. These reports are completed and submitted prior to the preconstruction meeting on-site. As each person arrives on-site, they must go through an orientation process. This includes job site requirements, campus travel, construction traffic, parking, job site rules, overall expectations and an issuance of a job site number.



The job site number signifies that the person has been through a background check and orientation. It is placed on their hard hat so it is visible at all times. This also allows us to take action if there are any concerns with a specific individual. A teacher or community member can call in a concern and our team can deal directly with that person and their company.



JOB SITE FENCING AND SECURITY

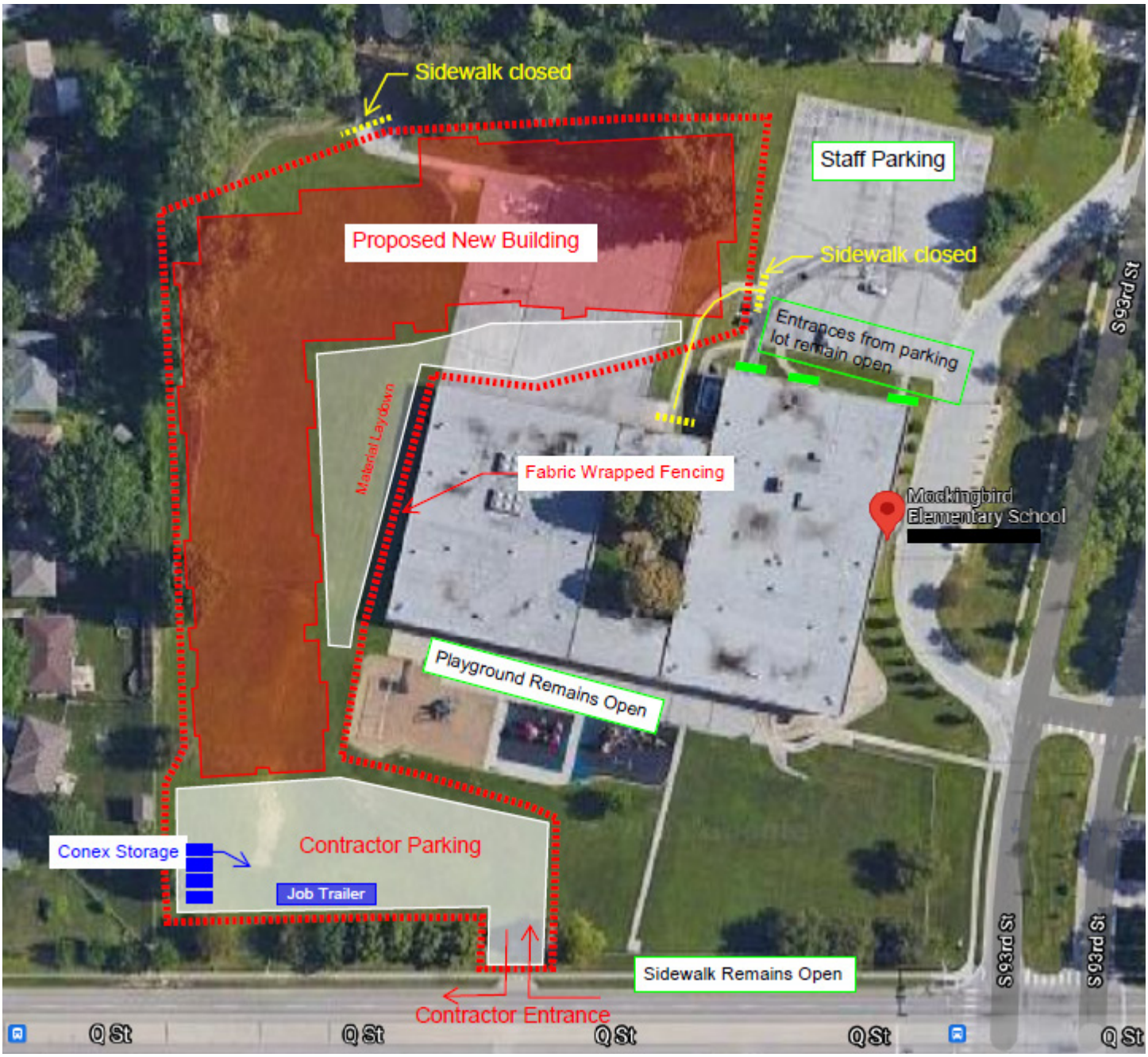
At job site mobilization, a site fence and wrap will be installed at the perimeter of the project. The fence will have locked gates to prevent access into the site. The wrap has become a standard installation to provide a clean look to the job site as well as prevent passersby from identifying items of interest they would like to get a closer view of once the site is closed for the night. The team will walk the perimeter each night to verify there is no construction debris that extends outside the fencing to prevent unintentional injury.

When the job site is closed, one system we have used on similar jobs is a motion detection system. These can be set up at regular intervals around the site. If motion is detected it will send a notification to specifically identified people. This could be the job site team and/or the Ralston team.

SITE LOGISTICS AND PLANNING

Site usage is an ongoing collaborative process that incorporates several phases and communication with all stakeholders on a regular basis. It starts at preconstruction and continues until the building is turned over. Options are reviewed and challenges for Ralston schools are discussed until an optimal general plan is approved. We use this plan to review construction traffic, working hours, structural sequencing and student community communication. It is reviewed through each phase of preconstruction and focus points are identified for additional safety measures.

Logistics plans, like the mock-up of Mockingbird Elementary seen below, are reviewed with Ralston Public Schools regularly through the preconstruction process and tweaked with new information. These are reviewed weekly at Owner, Architect, Contractor meetings for comments. Updates are reviewed in advance of changes to changes in the usage of the site. Daily communication happens as necessary between our management staff and the Ralston team. Immediate response occurs with concern to safety.



6 COMMUNICATIONS WITH THE SCHOOL DISTRICT

Selecting a CMR is all about establishing a partnership, with honest and transparent communication. This should be a driving factor in determining your partner and why we chose the Weitz team proposed for these projects. Each has a long history of reporting to county, school or college entities. Each Weitz member has strong references that when called, they will tell you the same. As a member of the Ralston Community, we know that Jason Crosier will lead the team with the school district's best interests at heart.

We will define the best practices for communication between Ralston and BCDM. The responsibilities of each team member will be clear and documented. This allows us to provide the correct amount of detail for each stakeholder and defines the chain of command in decision making

COMMUNICATION OCCURS VIA:

- ✓ Design Meetings
- ✓ Owner, Architect, Contractor Meetings (OAC)
- ✓ Closure Documents
- ✓ Direct Emails
- ✓ Phone Calls
- ✓ Daily on-site Meetings (pending need)

COMMUNICATION WITH PARENTS AND FACULTY

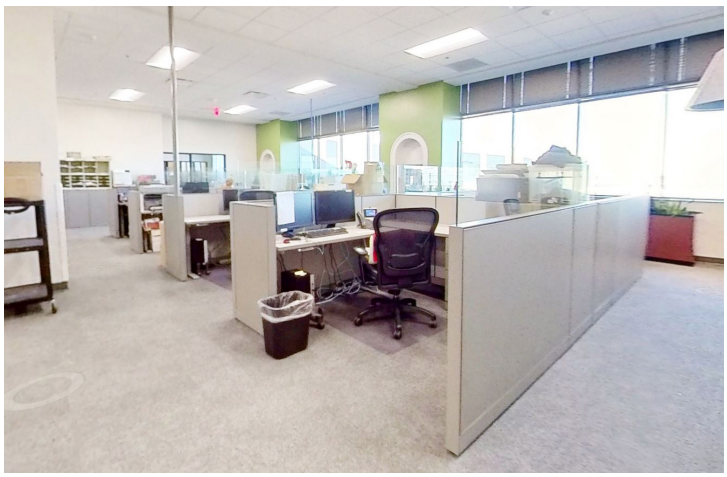
It would be a missed opportunity if the team didn't address a communication plan for updating staff, students and community members. As many of our team members are parents themselves, Weitz understands the importance of school communication beyond the administration level. We are committed to posting construction updates for parents, students, and faculty members through signage, social media through Ralston, or a website dedicated to construction updates.

We believe communication is often the key to minimizing disruption or inconvenience for a building's end users. By sharing milestones and updates, communication through Weitz would also help minimize questions directed at school faculty or administration and keep curious students safely away from an active job site. The following examples are some other ways we've communicated with our school teams in recent past.

WEEKLY CONTRACTOR TALKS For school projects, Weitz offers weekly morning presentations. These talks give staff and students the opportunity to ask questions and hear project updates from the project Superintendent. They hear about exciting things happening on-site and what they can expect in the future. For Ralston, these can be formalized teaching examples from different industry trades that fit within the course curriculum or be more casual updates.

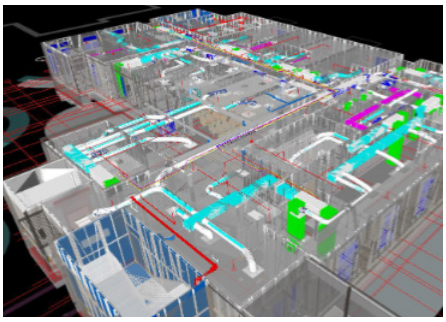
JOB-SITE TOURS At various stages of construction on-site or virtual site tours would be available to Ralston stakeholders and subcontractors. Technology allows us to virtually "walk through" the project and see current scopes of work performed via 360 cameras and software that lets a speaker, teacher or individual student experience the project in a path they want to travel. On-site tours can be hosted with our management staff leading small groups through the project at the end of the day. These tours can be given by subcontractor managers to explain electrical power/panels, mechanical equipment, carpentry, steel erection and welding, concrete, masonry and finishes. Below is a before and after photo from the OPS TAC project taken for similar purposes.





PROJECT REVIEWS Our Procore System allows us to share documents, Request for Information responses (RFIs), submittals, schedules, etc with students from their computer. Working with your teachers, we could provide approved access to specific documentation for educational use containing construction details throughout the process.

PROJECT IDEAS There are a variety of opportunities available to work into your existing curriculum or create one time experiences. To accomplish this, our team would meet with your stakeholder's early to offer options, hear their ideas and work them into an overall schedule. Some opportunities include:



- ✓ BIM modeling
- ✓ Survey and Layout Projects
- ✓ Welding Examples
- ✓ Equipment Maintenance Examples
- ✓ Estimating through Build Examples
- ✓ Communication of Project Updates or Example Emergency Response to Media
- ✓ Drone Certification and Usage
- ✓ Builders License Testing



OPS LOTHROP CLASSROOM

03 WEITZ CHARACTER, INTEGRITY & REPUTATION

a REFERENCES



Stephen Powell, Wells Fargo
Relationship Manager
666 Walnut Street
Commercial Banking- 2nd Floor
Des Moines, IA 50312
P 515.245.8216
E stephen.powell@wellsfargo.com



John Brennan, Facilities Manager
Millard Public Schools
5606 S. 147th Street
Omaha, Nebraska 68137
P 402.715.8200
E jtbrennan@mpsomaha.org

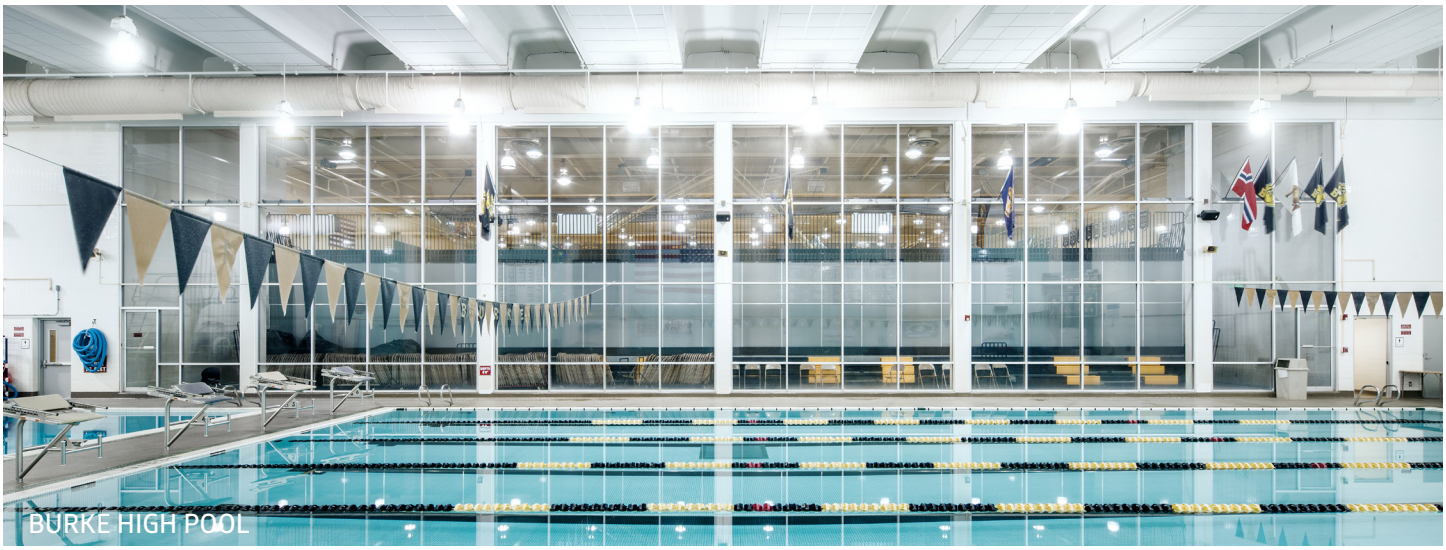


Rich Beran, Superintendent
Gretna Elementary School
801 South Street
Gretna, NE 68028
P 402.332.3265
E rberan@gpsne.org

1. **FINANCIAL REFERENCE**
   Wells Fargo Bank

2. **REFERENCE FOR PROJECT OF SIMILAR SCOPE CONTACT**
   Millard Public Schools
   Project we've worked with John on: Millard Public Schools Central Middle School and Norris Elementary.

3. **REFERENCE FOR FACILITY USER OF A SIMILAR PROJECT**
   Gretna Public Schools
   Projects we've worked with Rich on: Gretna Elementary School Improvements.



BURKE HIGH POOL

04 QUALITY OF PERFORMANCE ON PREVIOUS PROJECTS

a FIVE SIMILAR PROJECTS



GRETNA ELEMENTARY SCHOOL

801 SOUTH ST, GRETNA, NE 68028





DESCRIPTION AND RELEVANCE

This school renovation for Gretna Elementary refreshed the interior and exterior finishes of the building and updated the building's complete mechanical system. The project also included replacing the glazing system, new light fixtures and complete renovation of the existing restrooms.

CLIENT

Gretna Public Schools
Rich Beran, Superintendent
P: 402-332-3265
E: rberan@gpsne.org

VALUE

- Original GMP $8,000,000
- Final Cost $8,000,000

ARCHITECT

DLR Group
Todd Kwiecinski
P: 402.393.6046

SIZE

- 60,000 Square Feet

PROJECT DELIVERY

CMR

EXPERIENCE TO NOTE: **GRETNA SCOPE IS SIMILAR TO RALSTON SCHOOLS**

- New HVAC. mechanical and electrical
- Project finishes
- Learning environment improvements
- New fire sprinkler and alarm system
- Space reconfiguration
- ***Completed in three months***

WILDEWOOD

- 52,000 SF
- New electrical
- Project finishes
- New fire sprinkler
- New alarm system

MEADOWS

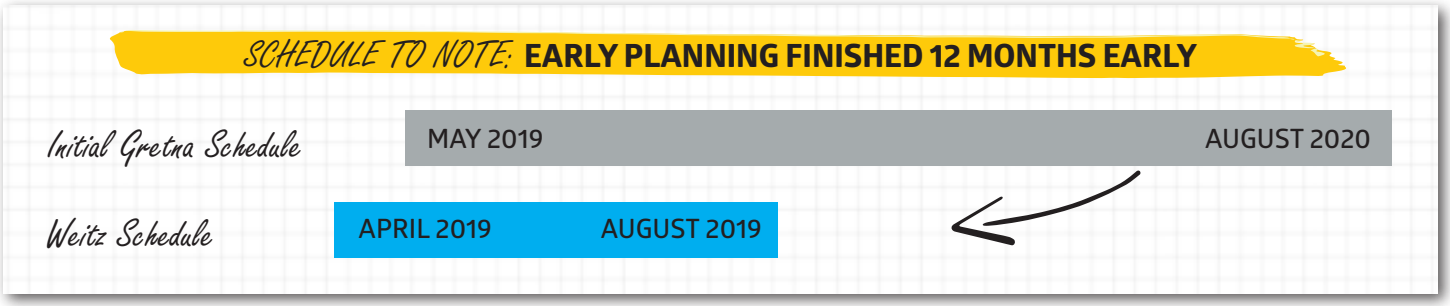
- 48,000 SF
- New HVAC
- New electrical
- Project finishes
- New fire sprinkler

BLUMFIELD

- 61,000 SF
- Mechanical improvement
- Project finishes
- Space reconfiguration
- Learning improvements

SCHEDULE

Weitz finished this project in five months and nine days. The project started 5/11/2019. Project completion was 8/20/2019



PROBLEMS AND SOLUTIONS

1. **Problem:** The original schedule for the elementary school was fifteen months spanning between two summers when classes were not in session and one winter break. This duration would cost unnecessary money and require engaging subcontractors for multiple phases.

   Solution: The Weitz team began schedule discussions and logistics planning before the project was even awarded. Our operations team reworked the schedule from the end date and finished in just three months- or one summer as opposed to the fifteen month projection.

2. **Problem:** With an accelerated schedule, there was no room for material delays that would cost the project time.

   Solution: Weitz acquired all materials early and then stored them on-site so they would be there when they were needed.

3. **Problem:** Unforeseen conditions and years of water infiltration caused structural damage. These unplanned repairs added time and scope that our team had not anticipated.

   Solution: Our team had incorporated flex time into their planning in case of emergency repair and the schedule was not ultimately affected.

CLAIMS

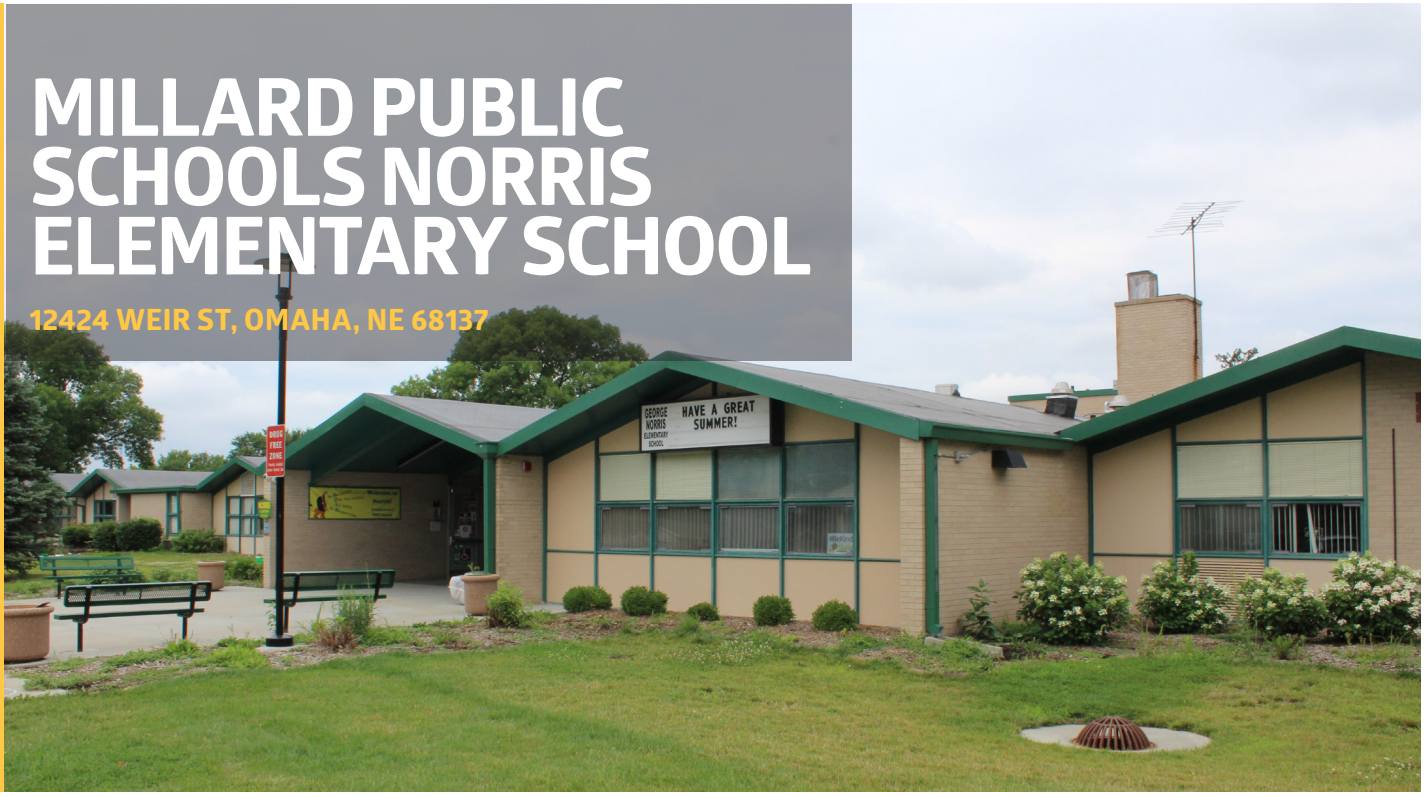
There were no claims from this project.





MILLARD PUBLIC SCHOOLS NORRIS ELEMENTARY SCHOOL

12424 WEIR ST, OMAHA, NE 68137







DESCRIPTION AND RELEVANCE

This project includes a complete change of mechanical system from classroom unit ventilators to a new geothermal system with heat pumps to offer better control of the environment throughout the school and a more energy efficient system. Additionally, new energy efficient lighting, upgraded fire alarm, new fire sprinkler system, interior finishes and two new additions will be completed. The schedule was shortened to two years from an original three year duration through early planning.

Relevant Experience:

- **Compressed construction schedule**
- **Infrastructure update**

CLIENT

Jeremy Madson, Facilities Project Manager
P: 402.715.1229
E: jsmadson@mpsomaha.org

VALUE

- $7,057,000

ARCHITECT

Nate Hitt, Architect
P: 402.551.0800
E: nhitt@hollandbasham.com

SIZE

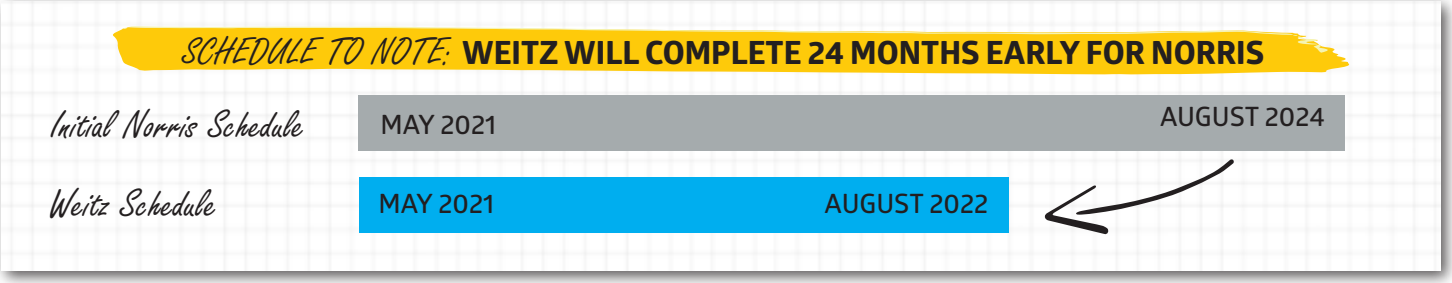
- 48,200 SF

PROJECT DELIVERY

CMR

SCHEDULE

This project will be completed in sixteen months. Project started 5/1/2021. Project completion will be 9/1/2022.



PROBLEMS AND SOLUTIONS

1. **Problem:** The existing mechanical system had to remain operational for building utilization throughout the year.

   Solution: The team put a schedule together to install the geothermal well field and additions in order to utilize the new mechanical room in year one. Night shift interior electrical work and some finishes have occurred prior to school breaks. The piping will be installed during the second summer to allow for a complete system prior to school starting in 2022.

2. **Problem:** The school wanted to remove old metal panel and glazing systems at the perimeter of the building that had no insulation. These walls could not be removed and replaced without first removing the existing fin tube system.

   Solution: Weitz worked with the designers to create a new wall in front of the existing wall that could be placed early. The existing walls will be removed in summer of 2022 and the interior of the new walls will be finished.

3. **Problem:** The exterior brick cost came in far over the owner's budget.

   Solution: Weitz worked with the bidding subcontractors to identify details in the masonry that could be simplified to provide a similar look but cut down on the amount of time consuming detail work and allow for faster installation. This resulted in large savings and allowed the Owner to keep the durable masonry option in lieu of a less durable EIFS option.

CLAIMS

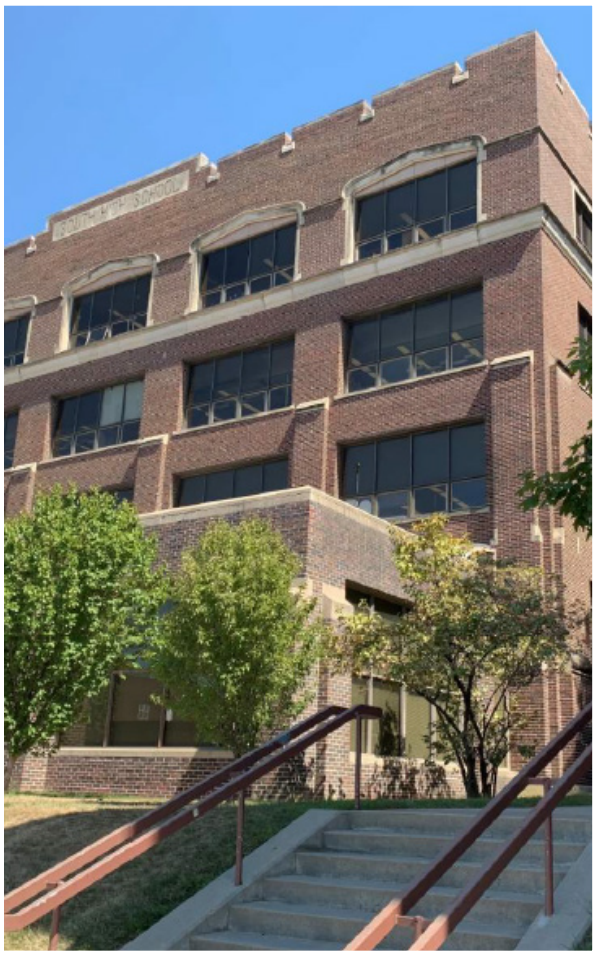
There are no claims from this project.



OPS SOUTH HIGH SCHOOL

4519 S 24TH ST, OMAHA, NE 68107





DESCRIPTION AND RELEVANCE

Omaha Public School's South High School is undergoing improvements performed by Weitz. The school will be getting modernized infrastructure, mainly with their mechanical systems.

Relevant Experience:

- **Accelerated schedule provides final turn over one year early**
- **Identified possible routes to get new mechanical equipment into confined locations**
- **Our team took note of the lack of parking and contacted an adjacent church for permission to use their lot**

CLIENT

Darwin Rohde, Omaha Public Schools
Director of Buildings and Grounds
P: 531.299.0180
E: darwin.rohde@ops.org

VALUE

- $10,870,000

ARCHITECT

Greg Stieren, BCDM Architects
P: 402.391.2211
E: gstieren@bcdm.net

SIZE

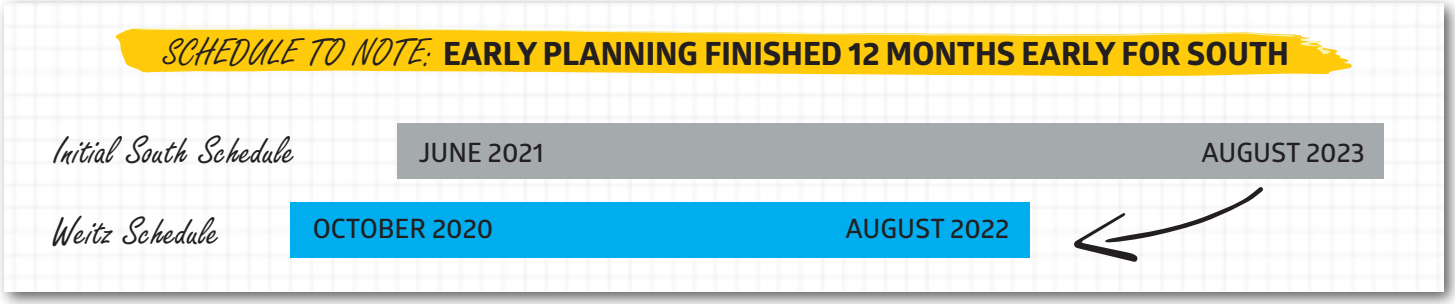
- 400,000+ SF

PROJECT DELIVERY

CMR

SCHEDULE

This project will be completed in twenty two months. Project started 10/10/2020. Project completion will be 8/22/2022.



PROBLEMS AND SOLUTIONS

1. **Problem:** The original design specified fan powered boxes, however, during construction the owner changed their design to accommodate Variable Air Volume boxes.

   Solution: As this project is a major renovation of the mechanical system, the team wanted to get this change included in the new work. Weitz helped accelerate the design by assisting in field verification, and proposing materials with a lead time that worked with the original schedule. Our team also identified a neighboring church that could be used for swing space to allow construction in rooms during school hours. The team, with our partners, completely reconfigured work plans to complete this change within the original schedule.

2. **Problem:** The existing flues were in rough condition but were not shown on the documents for repairs or replacement.

   Solution: During a pre-construction walk-through, the team identified the need, to update the flues. Weitz carried a budget to allow for replacement of these flues in the GMP.

3. **Problem:** The original schedule had no classes occurring during the summer. Due to COVID in 2020, South High decided to provide summer school options. With more than 3x the expected responses, South had to remain fully functional through the summer which impacted construction activities.

   Solution: Additional early planning and shift work allowed for construction activities with minimal impact to education. By restructuring activities and hours, Weitz was able to maintain the original schedule dates.

CLAIMS

There are no claims from this project.



SOUTH HIGH TEACHER'S LUNCH

OMAHA PUBLIC SCHOOLS CENTRAL HIGH SCHOOL

124 N 20TH ST, OMAHA, NE 68102





DESCRIPTION AND RELEVANCE

Central High, the oldest active school in Omaha, is undergoing capital improvements performed by Weitz. The school, built in 1900, will be getting modernized infrastructure including HVAC and plumbing. The school theater and several other spaces will receive new finishes.

Relevant Experience:

- **Budgeting through the design phase**
- **Occupied and active campus**
- **Critical change mechanical source equipment in summer**
- **Compressed construction schedule**

CLIENT

Darwin Rohde, Omaha Public Schools
Director of Buildings and Grounds
P: 531.299.0180 / E: darwin.rohde@ops.org

ARCHITECT

Audrey Buckley, Alley Poyner Macchietto Architecture
P: 402.341.1544 / E: abuckley@alleypoyner.com

PROJECT DELIVERY

CMR

VALUE

- $9,000,000+

SIZE

- 400,000+ SF

SCHEDULE

This project will be completed in fifteen months. Project started 5/1/2021 and on track for 8/30/2022 completion.

SCHEDULE TO NOTE: **WEITZ WILL COMPLETE CENTRAL ON TIME**

Initial Central Schedule	MAY 2021	AUGUST 2022
Weitz Schedule	MAY 2021	AUGUST 2022

PROBLEMS AND SOLUTIONS

1. **Problem:** Access to the courtyard by subcontractors was limited to a 3'-0" wide door due to historical building construction.

   Solution: Weitz worked with a scaffolding company to obtain a 20x20 rolling platform at a height of 75'. The subcontractors who needed to get inside the courtyard were given permission to utilize the platform and scheduled access.

2. **Problem:** Two existing AHU units were installed in a mechanical platform below the roof. The design showed a unit that could fit through a 3' door. Unfortunately, that unit was not as small as expected.

   Solution: The team worked with the subcontractor to identify a path through the existing roof. The roof assembly and a few joists were removed to allow for the new AHU units to be flow into place via crane operation and then the structure and roof assembly were repaired.

3. **Problem:** Due to the historic nature of the auditorium, there was a desire by the school and alumni to restore historic elements of the building.

   Solution: The Weitz team, provided surgical demolition to expose historic features. The team brought in a subcontractor skilled in plaster work who matched the old details in walls that were torn down. The overall GMP included an allowance to cover this work.

CLAIMS

There are no claims from this project.

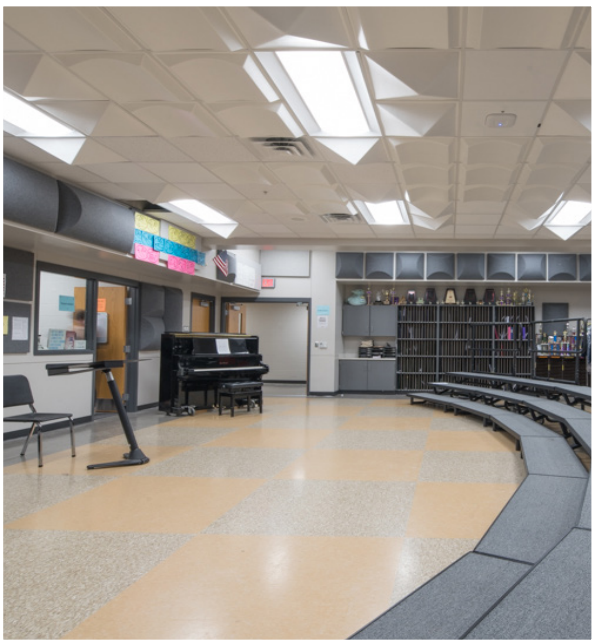

CENTRAL HIGH [illegible]R'S LUNCH



OMAHA PUBLIC SCHOOLS BURKE HIGH SCHOOL

12200 BURKE ST, OMAHA, NE 68154





DESCRIPTION AND RELEVANCE

This high school renovation included a mass excavation and removal of underground tunnels to make room for the new addition. The addition created a new gymnasium, band and vocal rooms. Classrooms and collaboration space were built out on the second floor. Additionally, the team provided upgrades to the MEP systems, roofing, flooring, security and technology throughout the existing building.

The team worked with Burke and KPE to complete additional "wish list" items like painting the existing structure above the pool and installing new pool decking materials.

Relevant Experience:

- **Budgeting through the design phase**
- **Updated classrooms**
- **Compressed construction schedule**

CLIENT

Jason Williams, Assistant Principal and Athletic Director
Omaha Public Schools
P: 402.557.3213 / E: jason.williams@ops.org

ARCHITECT

Mike McLennan, KPE Architects / P: 888.484.4939

PROJECT DELIVERY

CMR

PROJECT BUDGET

- Phase 1: Budget: $7,530,000 / Final Cost: $7,000,000
  $530,000 Saved through Value Analysis
- Phase 2: Budget: $4,828,299 / Final Cost: $4,742,423,
  $85,876 Saved due to value analysis and construction efficiencies

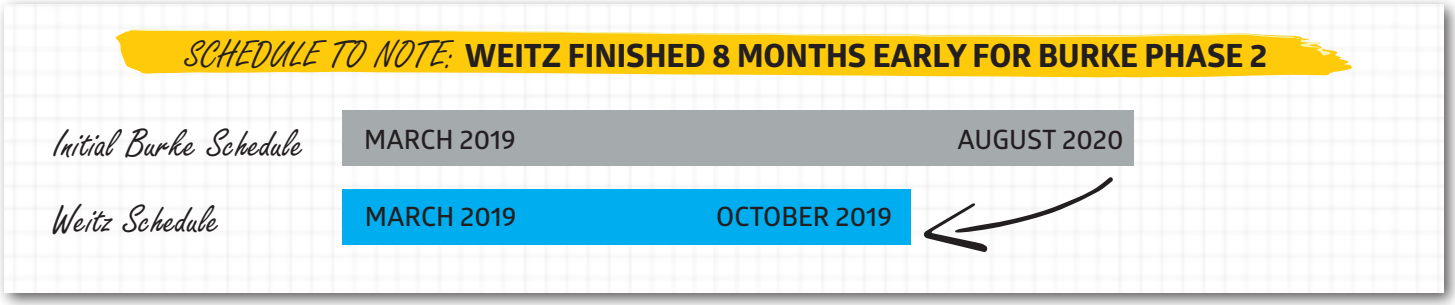
SIZE

- 100,000+ SF

SCHEDULE

Schedule Phase 1: Fifteen Month and Five Day Duration
Projected and Actual Start: 5/10/2017, Scheduled and Actual Completion: 8/15/2018

Schedule Phase 2: Fourteen Month and Four Day Duration
Projected and Actual Start: 3/11/2019, Scheduled Completion: 5/15/2020 Actual Completion: 9/30/2019 **(8 months early)**



PROBLEMS AND SOLUTIONS

1. **Problem:** The high school was occupied by students during the majority of both phases. Class and activity disruption due to construction noise and traffic was a concern.

   Solution: There should never be interaction between construction workers and students. Proper planning allowed for defined fencing areas that prevented any interaction and provided clear construction boundaries.

2. **Problem:** A massive replacement of the HVAC equipment could affect the ability to provide quality education.

   Solution: Work was sequenced so heating equipment could be taken down during the summer in order to avoid impact on the school's faculty or students.

3. **Problem:** The schedule was long- requiring extra time for faculty and students to educate during construction and additional cost for general conditions and escalation.

   Solution: Weitz worked with consultants during the design phases to package long lead time materials in early bid packages and was able to complete the work in half the planned duration.

CLAIMS

There were no claims from this project.



05 ABILITY TO PERFORM WITHIN SCHEDULE

a DETAILED SCHEDULE FOR PREVIOUS PROJECTS

GRETNA ELEMENTARY SCHOOL



1. DESIGN SCHEDULE
The Weitz team was brought in after the design team was involved in the initial design phases.

2. CONSTRUCTION SCHEDULE

a. Substantial completion was 8/01/2019
b. Final completion was 8/20/2019
c. Warranty work required: None
d. The owner was not inconvenienced by the delivery date. **Weitz was able to complete a full year early.**

12 MONTHS EARLY

Initial Gretna Schedule MAY 2019 — AUGUST 2020

Weitz Schedule APRIL 2019 — AUGUST 2019

MILLARD NORRIS ELEMENTARY



1. DESIGN SCHEDULE
The Weitz team was brought in after the design team was involved in the initial design phases.

2. CONSTRUCTION SCHEDULE

a. Substantial completion: originally scheduled for August 2023
b. Final completion was scheduled on track August 2022
c. Warranty work required: None
d. The owner will not be inconvenienced by the delivery date. Work is being scheduled around the operation of the school. Currently, interior work is being completed at night. Exterior work is ongoing during the day and major activities are scheduled over breaks and summer.

24 MONTHS EARLY

Initial Norris Schedule MAY 2021 — AUGUST 2024

Weitz Schedule MAY 2021 — AUGUST 2022

OPS SOUTH HIGH SCHOOL



1. DESIGN SCHEDULE
The Weitz team was brought in after the design team was involved in the initial design phases.

2. CONSTRUCTION SCHEDULE
- **a.** Substantial completion: on track for 8/1/22.
- **b.** Final completion is on track for 8/30/22
- **c.** Warranty work required: None
- **d.** The owner will not be inconvenienced by the delivery date.

12 MONTHS EARLY

Initial South Schedule: JUNE 2021 – AUGUST 2023

Weitz Schedule: OCTOBER 2020 – AUGUST 2022

OPS CENTRAL HIGH SCHOOL



1. DESIGN SCHEDULE
The Weitz team was brought in after the design team was involved in the initial design phases.

2. CONSTRUCTION SCHEDULE
- **a.** Substantial completion: on track for 8/1/22
- **b.** Final completion is on track for 8/30/22
- **c.** Warranty work required: None
- **d.** The owner was not inconvenienced by the delivery date.

ON SCHEDULE

Initial Central Schedule: MAY 2021 – AUGUST 2022

Weitz Schedule: MAY 2021 – AUGUST 2022

OMAHA PUBLIC SCHOOLS BURKE HIGH SCHOOL



1. DESIGN SCHEDULE
The Weitz team was brought in after KPE was involved in the initial design phases.

2. CONSTRUCTION SCHEDULE
Phase 1:
- **a.** Substantial completion: 8/1/18
- **b.** Final completion: 8/15/2018
- **c.** Warranty work required: Door hardware adjustments
- **d.** The owner was not inconvenienced by the delivery date.

2. CONSTRUCTION SCHEDULE
Phase 2:
- **a.** Substantial completion: 8/1/19
- **b.** Final completion: 9/30/2019
- **c.** Warranty work required: Flooring repair
- **d.** The owner was not inconvenienced by the delivery date.

8 MONTHS EARLY

Initial Burke Schedule: MARCH 2019 – AUGUST 2020

Weitz Schedule: MARCH 2019 – OCTOBER 2019

06 PREVIOUS and EXISTING COMPLIANCE

The Weitz Company makes every effort to avoid litigation. Specifically, we exhaust every avenue to resolve disputes with our clients as well as protect them from third party action.

a CITATION FOR FAILURE TO COMPLY

Weitz has not been cited for failure to comply with local, state, or federal law in the last five years. There have been no safety citations in the last five years.

b CIVIL OR CRIMINAL ACTIONS PENDING

There are no civil or criminal actions pending against the CM or any proposed member of the team.



07 OTHER INFORMATION

a SUBCONTRACTORS

The Weitz Company intends to competitively bid out all Scopes of Work on this project to provide the best benefit for Ralston Public Schools. This includes work that The Weitz Company can self-perform such as structural and site concrete, rough and finish carpentry, safety services, general cleanup, supervision and management. When the work force is tight and bidding is at a premium, self-performed work provides a benefit in guaranteed work force to meet the schedule, cost and quality expectations. As stated previously, these will be tabulated and shared with the Owner for a transparent selection process.

b CURRENT CAPACITY

Our team will have the capacity and project personnel to perform all scopes of the Ralston Public Schools projects. Locally, we are currently performing at the projects listed below.

- Immanuel Fontenelle Renovation $18,000,000 / 1/2022 Completion
- OPS South High Renovation $9,200,000 / 8/2022 Completion
- OPS Central High Addition $9,000,000/ 8/2022 Completion
- Millard Norris Elementary $7,057,000 / 8/2022 Completion
- Millard Central Middle School $10,500,000 / 8/2022 Completion (Summers Only)
- Heartland Family Service $19,000,000 / 12/2024 Completion
- OPS Adams Elementary $2,157,199 / 12/2021 Completion
- OPS Blackburn School $2,157,199 / 12/2021 Completion
- Outlook Nebraska $10,300,000 / 3/2023 Completion
- OPS Full District Evaluation / New projects- schedule and details have not been determined.

C PROPOSED CHANGES TO THE CONTRACT

We overall agree to the existing contract but will have a few minor changes to discuss with Ralston Public Schools upon award.

d LUMP SUM, % OF COST, OR OTHER METHOD

We propose to utilize a percentage of the Cost of the Work for determining the Fee for the project. This project has stated a large range of budget based on a final determination of project scope. This method allows the Owner to save cost in fee if the overall cost is on the lower side of the budget.

e PROPOSED PRECONSTRUCTION FEE

Weitz respectfully submits the following amount for preconstruction services: $50,000. This includes all time required for preconstruction review, estimating, weekly meetings, model content quantities, closure documents, value alternates, constructability and bidding processes in packages.

f PROPOSED MATRIX

Please see the following page for our General Conditions Inclusions Matrix.

SAMPLE GENERAL CONDITIONS INCLUSIONS MATRIX

General Conditions						
Cost Category	**Precon Fee**	**General Conditions**	**Reimbursable at Cost**	**Owner Expense**	**Not Required**	**Included in CM Fee**
Preconstruction Services	X					
Home Office Expenses						
Project Executive						X
Home Office Overheads						X
Business Development						X
Training & Development						X
Safety Director						X
Profit						X
Construction Phase Staff						
Project Executive						X
Project Manager		X				
Superintendent(s)		X				
Project Engineer		X				
Safety Manager						X
Estimators						X
Schedulers		X				
Coordinator/Accountant		X				
Other						
Administration						
Accounting		X				
QC/QA		X				
Risk Management						X
Legal						X
HR						X
Labor Relations						X
Builders Risk Insurance			X			
All Bonds costs			X			
General Liability Insurance			X			
Jobsite Operations						
Trailers/Job Office		X				
Telephones					X	
Cell Phones		X				
Radios					X	
Copiers/Fax/Office Equip		X				
Office Supplies		X				
Vehicles, Fuel, Maintenance		X				
Travel Expenses		X				
Document Reproduction		X				
Postage & Couriers		X				
Site Signage			X			
Drug Testing		X				
Temporary Toilets		X				
Water, Ice, Cups		X				
Dumpsters			X			
Licenses		X				
Permits			X			
Materials Layout			X			
Field Engineering and Equipment			X			
Surveying & Layout			X			

LEGAL NAME AND STATUS OF CM

The Weitz Company, LLC is currently licensed to perform work in all 50 US states. Please see the following page for our license to perform general contractor work in Omaha. The Weitz Company was incorporated in the State of Iowa.

INCURRED COSTS

Weitz takes responsibility for all costs associated with the preparation of its proposal.

Respectfully Submitted,

Brian Mahlendorf
Vice President and General Manager


VALLEY HIGH AUDITORIUM

City of Omaha Planning Department
Building and Development
Certificate of Licensure

JASON CROSIER
8715 S. 121ST ST.
LA VISTA, NE 68127

License # **LIC-2100526**

Building Class A

EFFECTIVE DATE **04/12/2021**

EXPIRATION DATE **12/31/2023**

DIVISION Permits and Inspections

BY *Anna Bespoyasny*

City of Omaha
Permits & Inspections
JASON CROSIER
License # LIC-2100526
Expires: 12/31/23
Building Class A

Anna Bespoyasny
Anna Bespoyasny,
Building Superintendent

City of Omaha
Permits & Inspections
JASON CROSIER
License # LIC-2100526
Expires: 12/31/23
Building Class A

Anna Bespoyasny
Anna Bespoyasny,
Building Superintendent



CONTACT

BRIAN MAHLENDORF
Vice President, General Manager

E: brian.mahlendorf@weitz.com
P: 402.510.4012

The Weitz Company
8715 S. 121st Street
La Vista, NE 68128

JASON CROSIER
Project Manager

E: jason.crosier@weitz.com
P: 402.506.2570

The Weitz Company
8715 S. 121st Street
La Vista, NE 68128

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

and the Construction Manager:
(Name, legal status, address, and other information)

TBD

for the following Project:
(Name, location, and detailed description)

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

The Architect:
(Name, legal status, address, and other information)

BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
Attn: Pat Carson
pcarson@bcdm.net

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 GENERAL PROVISIONS

3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Superintendent Mark Adler
Ralston Public Schools
8545 Park Drive
Ralston, Nebraska
(402) 331-4700
madler@ralstonschools.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Pat Carson, AIA
BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
pcarson@bcdm.net

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

TBD

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Competitive bidding.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager may agree to adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Architect and notify the Owner that clarification has been requested. In the event that the Architect fails to clarify such discrepancy within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

.1 Modifications issued after execution of the Agreement;
.2 Addenda or Riders issued prior to or in conjunction with the execution of the Agreement, with the Addenda or Riders bearing the latest date taking precedence;
.3 This Agreement;
.4 The supplementary conditions;
.5 The General Conditions of the Contract for Construction;
.6 The Drawings and Specifications; and
.7 The Schedule of Contractor's Qualifications, Clarifications, and Assumptions, if any.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's reasonable skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to use the Construction Manager's best efforts; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 During the Pre-Construction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations to the Owner and Architect with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event that costs to redesign the work are incurred after the GMP is set, then the Construction Manager shall be responsive for the costs of such redesign services.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project and furnish to the Owner, the Owner's Representative, and the Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner and Architect will promptly reply in writing to the Construction Manager if the Owner or Architect knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect to object to or reject any proposed subcontractor or supplier. The Construction Manager shall not contract with any subcontractor or supplier that the Owner or the Architect has so objected.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

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§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from foreseeable causes, or details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such foreseeable causes or anticipated details include, but are not limited to, refinement of details of design within the scope of standard, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Manager's Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any foreseeable causes or anticipated details which exceed the Construction Manager's Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Manager's Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Manager's Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner

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for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative. Any unused Owner's contingency shall accrue to the Owner. If Construction Manager fails to include a specific line item for Owner's contingency in the Guaranteed Maximum Price, then the contingency amount shall be split in half: 50% shall be the Construction Manager's Contingency and 50% shall be Owner's Contingency.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

.6 Detailed construction schedule.

.7 The Date of Final Completion upon which the proposed Guaranteed maximum Price is based, which date shall be acceptable to Owner.

.8 The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum cost basis.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the estimated Cost of the Work shall include the Construction Manager's Contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 3.2.2, and the Owner's Contingency, a sum established by the Owner for the Owner's exclusive use, to cover costs, per Section 3.2.2.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 The Owner shall be allowed not less than thirty days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price. If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The date of commencement of the Work is the first business day after the Contractor's receipt of the written notice to proceed, as provided in Section 8.1.2 of AIA Document A201-2017, as amended.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager from which the Owner is exempt.

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§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in Exhibit A to AIA Document A133-2019.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence on the first business day after the Contractor's receipt of the written notice to proceed, a provided in Section 8.1.2 of AIA Document A201-2017, as amended and shall constitute day zero ("0") of the stated Completion Time for Work under the GMP Amendment, Exhibit A.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner, upon written request from the Construction Manager, shall provide to Construction Manager, or shall ask the Architect or other appropriate consultant to provide to Construction Manager, as soon as practically possible, such existing information in its possession or in the possession of the Architect or other consultant regarding the requirements of the Project, the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment, systems sustainability and site requirements, when such information is required in order for the Construction Manager to fulfill its responsibilities under this Agreement.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Such information shall be provided for information only and is not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 4.3 Architect

The Construction Manager's services shall be provided in conjunction with the services of an Architect, which the Owner has retained. The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services may be equitably adjusted.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable
(Paragraphs deleted)
thirty (30) days following the Construction Manager's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

provided, however, Construction Manager shall not be entitled to a fee on any Work that Construction Manager self-performs for the Project; and further provided that no Construction Manager fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of the Work. All charges, if any, for General Conditions shall be included in the Construction Manager's fee. No additional charges or reimbursement for any costs Construction Manager designates as General Conditions shall be allowed; all such General Conditions shall be included in the Construction Manager's fee. All reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal, and data processing fees and expenses; and all travel, meals and lodging shall be deemed to be included in the Construction Manager's fee.

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Regardless of any other provision in this Agreement, in no event shall the shall the total amount paid to the Construction Manager, including compensation, fees, expenses, or any payment or reimbursement of any kind and for any reason, exceed ___% of the Cost of the Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Construction Manager's Fee for changes in the Work resulting in a net increase or decrease to the Cost of the Work shall be adjusted in an amount equal to the product of _____ Percent (_____%) multiplied by such net increase or decrease. By way of example and not limitation, if a change in the Work resulted in a net increase to the Cost of the Work in the amount of $100,000, then the Construction Manager's Fee would be increased in an amount of $_____.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See the A201 General Conditions of the Contract, as amended.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

See section 11.3 below.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price. Construction Manager shall also return to the Owner all unused funds from any Contingency account as a deduction from the Guaranteed Maximum Price. The Construction Manager shall not participate in any savings. All savings shall be credited to Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. Adjustments to the Guaranteed Maximum Price on account of Owner-approved changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment shall be calculated in accordance with Article 7 of A201-2017, as amended; provided, however, that no adjustment to the Guaranteed Maximum Price shall become effective unless approved by the Owner's Representative. Adjustments to the Guaranteed Maximum Price shall only be considered if presented in accordance with the Contract Documents prior to performing additional Work and incurring additional Costs.

(Paragraphs deleted)

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. However, "Cost of the Work" shall not include costs incurred because of the negligence, breach of contract, or other misconduct of Construction Manager or of any subcontractor. All cost items qualifying for reimbursement under this Article 7 as included in the Cost of Work, shall be included in the Guaranteed Maximum Price.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior written approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

(Paragraphs deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 9.1, as amended, shall be treated as Work performed by a Subcontractor under Section 7.3. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted to the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 7 of this Agreement. Costs paid to the Construction Manager for such Work shall be treated only as "subcontract costs" for purposes of computing the allowable costs and fees payable to the Construction Manager.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

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§ 7.5.4 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

(Paragraph deleted)

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior written approval.

§ 7.6.2 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5 Intentionally Deleted.

(Paragraph deleted)

§ 7.6.6 Deposits lost directly resulting from the Owner's actions or decisions.

§ 7.6.7 Legal costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, the Construction Manager and the Architect, the Construction Manager and the Subcontractors, the Construction Manager and any material suppliers, or the Construction Manager and any third party reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior written approval, which shall not be unreasonably withheld.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

(Paragraph deleted)

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

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§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase;

.10 Delay damages or claims; and

.11 Storage costs, unless with prior written Owner approval.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 The Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work and that conform to the Contract Documents, and any such discounts, rebates, or refunds shall accrue to the Owner.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from subcontractors for the performance of all major elements of the Work. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which proposals will be accepted. The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Project offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work.

§ 9.1.1 If during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the

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Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of five (5) years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702-1992 for approval. Continuation sheets shall be submitted on AIA Form G703-1992. If the Architect and Program Manager approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, provided that such Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified and that Owner approves; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

ten percent (10%)

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§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

(Paragraph deleted)
§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017, as amended.

.2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

(Paragraph deleted)
§ 11.2 Final Payment
§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, but excluding the Construction Manager's responsibility to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect, and the Construction Manager has provided all documents required by Sections 3.5.7 and 9.10.2 of AIA Document A201-2017, as amended, and the Owner's Board of Education has voted to accept the Work and approve Final Payment.

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§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request dispute resolution as provided in the Contract Documents of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for dispute resolution shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request dispute resolution as provided in the Contract Documents within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after approval from the Owner's Board of Education.

(Paragraph deleted)

§ 11.3 Time

§ 11.3.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are and will continue to be impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion that such sums are liquidated direct damages and shall not be construed as a penalty and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees. storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement

§ 11.3.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to Five Thousand Dollars ($5,000.00) per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 11.3.3 Timely Final Completion is an essential condition of this Agreement, Construction Manager agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of Five Thousand Dollars ($5,000.00) per day. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay

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Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 11.3.4 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Construction Manager for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 11.4 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

twelve percent (12%) per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1

The Construction Manager and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Construction Manager and Owner.

(Paragraphs deleted)

§ 12.2

(Paragraphs deleted)
Notwithstanding any reference to arbitration contained in this Agreement, neither the Construction Manager nor the Owner shall be obligated to resolved any Claim through arbitration.

(Paragraphs deleted)

§ 12.3 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to the Architect's estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager compensation at an amount agreed to by the Owner and the Construction Manager, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

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If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Zero Dollars ($0.00)

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds
For the Preconstruction Phase and the Construction Phase, the Construction Manager shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Governing Law
Section 13.1 of AIA Document A201–2017 applies to both the Preconstruction and Construction Phases.

§ 14.6 Fair Labor Standards
The Construction Manager shall maintain fair labor standards throughout the performance of this Contract. The Construction Manager shall file with the Owner a statement that the Construction Manager is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Construction Manager and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Construction Manager.

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§ 14.7 Payment of Unemployment Compensation
The Construction Manager shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 14.8 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

§ 14.9 The Construction Manager shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009, and who are physically performing services within the State of Nebraska. If the Construction Manager employs or contracts with any Subcontractor in connection with this Agreement, the Construction Manager shall include a provision in the contract requiring the Subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 14.10 Indemnification
§ 14.10.1 To the fullest extent permitted by law, the Construction Manager shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Construction Manager's services, the Construction Manager's performance hereunder, and/or the Construction Manager's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Construction Manager, its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 14.10.

Notwithstanding the foregoing, the Construction Manager's obligations in this Section 14.10 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 14.10.2 The indemnification obligation under this Section 14.10 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Construction Manager or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 14.11 The Construction Manager and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 14.12 The Construction Manager and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Construction Manager and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Construction Manager and all Subcontractor, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Construction Manager, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

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§ 14.13 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be as waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.14 The Construction Manager's federal employer identification number is: _____.

§ 14.15 The Construction Manager acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 14.16 When present on Owner's property, Construction Manager and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 14.17 The Construction Manager shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement, together with all written modifications, amendments and riders signed by both parties, represents the entire agreement between the Owner and the Construction Manager concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, whether written or oral, between the Owner and the Construction Manager. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended
.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed, as amended
.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as amended
.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended
.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, as amended, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

(Paragraphs deleted)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A133™ – 2019

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PAGE 1

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

...

TBD

...

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
~~The~~ Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

The Architect:

...

BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
Attn: Pat Carson
pcarson@bcdm.net

PAGE 3

Superintendent Mark Adler
Ralston Public Schools
8545 Park Drive
Ralston, Nebraska
(402) 331-4700
madler@ralstonschools.org

PAGE 4

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Pat Carson, AIA
BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
pcarson@bcdm.net

...

TBD

...

Competitive bidding.

...

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager ~~shall appropriately~~ may agree to adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The ~~Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

PAGE 5

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. ~~If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.~~To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Architect and notify the Owner that clarification has been requested. In the event that the Architect fails to clarify such discrepancy within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

.1 Modifications issued after execution of the Agreement;
.2 Addenda or Riders issued prior to or in conjunction with the execution of the Agreement, with the Addenda or Riders bearing the latest date taking precedence;
.3 This Agreement;
.4 The supplementary conditions;
.5 The General Conditions of the Contract for Construction;
.6 The Drawings and Specifications; and
.7 The Schedule of Contractor's Qualifications, Clarifications, and Assumptions, if any.

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's reasonable skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to use the Construction Manager's best efforts; and to perform the Work in an expeditious and economical manner consistent with the

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Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

PAGE 6

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction ~~Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction~~ Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

...

§ 3.1.3.4 During the Pre-Construction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

PAGE 7

The Construction Manager, in consultation with the Architect, shall provide recommendations to the Owner and Architect with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event that costs to redesign the work are incurred after the GMP is set, then the Construction Manager shall be responsive for the costs of such redesign services.

...

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the ~~Project.~~Project and furnish to the Owner, the Owner's Representative, and the Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner and Architect will promptly reply in writing to the

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Construction Manager if the Owner or Architect knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect to object to or reject any proposed subcontractor or supplier. The Construction Manager shall not contract with any subcontractor or supplier that the Owner or the Architect has so objected.

PAGE 8

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 ~~To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from foreseeable causes, or details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such foreseeable causes or anticipated details include, but are not limited to, refinement of details of design within the scope of standard, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Manager's Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any foreseeable causes or anticipated details which exceed the Construction Manager's Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Manager's Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Manager's Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative. Any unused Owner's contingency shall accrue to the Owner. If Construction Manager fails to include a specific line item for Owner's contingency in the Guaranteed Maximum Price, then the contingency amount shall be split in half: 50% shall be the Construction Manager's Contingency and 50% shall be Owner's Contingency.

PAGE 9

.6 Detailed construction schedule.

.7 The Date of Final Completion upon which the proposed Guaranteed maximum Price is based, which date shall be acceptable to Owner.

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.8 The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum cost basis.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the ~~Construction Manager shall include a contingency~~ estimated Cost of the Work shall include the Construction Manager's Contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover ~~those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.~~costs arising under Section 3.2.2, and the Owner's Contingency, a sum established by the Owner for the Owner's exclusive use, to cover costs, per Section 3.2.2.

...

§ 3.2.6 The Owner shall be allowed not less than thirty days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price. If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The date of commencement of the Work is the first business day after the Contractor's receipt of the written notice to proceed, as provided in Section 8.1.2 of AIA Document A201-2017, as amended.

...

§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price ~~all~~ any sales, consumer, use and similar taxes for the Work provided by the Construction Manager ~~that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.~~from which the Owner is exempt.

§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in Exhibit A to AIA Document A133-2019.

PAGE 10

§ 3.3.1.2 The Construction Phase shall commence ~~upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.~~on the first business day after the Contractor's receipt of the written notice to proceed, a provided in Section 8.1.2 of AIA Document A201-2017, as amended and shall constitute day zero ("0") of the stated Completion Time for Work under the GMP Amendment, Exhibit A.

...

§ 4.1.1 The ~~Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth~~ Owner, upon written request from the Construction Manager, shall provide to Construction Manager, or shall ask the Architect or other appropriate consultant to provide to Construction Manager, as soon as practically possible, such existing information in its possession or in the possession of the Architect or other consultant regarding the requirements of the Project, the Owner's objectives, constraints, and criteria, including ~~schedule,~~ space requirements and relationships, flexibility and ~~expandability, special equipment, systems, sustainability and site requirements.~~expandability requirements, special equipment, systems sustainability and site requirements, when such information is required in order for the Construction Manager to fulfill its responsibilities under this Agreement.

PAGE 11

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the

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Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. ~~The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of~~ Such information shall be provided for information only and is not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

...

§ 4.2.1 Legal Requirements. ~~The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

The ~~Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed~~ Construction Manager's services shall be provided in conjunction with the services of an Architect, which the Owner has retained. The terms of the agreement between the Owner and the ~~Architect, and any further modifications to the Architect's scope of services in the agreement.~~ Architect shall be available for inspection by the Construction Manager upon request.

PAGE 12

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services ~~shall~~ may be equitably adjusted.

...

§ 5.2.2 Payments are due and payable ~~upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~% of~~ thirty (30) days following the Construction Manager's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

...

provided, however, Construction Manager shall not be entitled to a fee on any Work that Construction Manager self-performs for the Project; and further provided that no Construction Manager fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of the Work. All charges, if any, for General Conditions shall be included in the Construction Manager's fee. No additional charges or reimbursement for any costs Construction Manager designates as General Conditions shall be allowed; all such General Conditions shall be included in the Construction Manager's fee. All reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal, and data processing fees and expenses; and all travel, meals and lodging shall be deemed to be included in the Construction Manager's fee.

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Regardless of any other provision in this Agreement, in no event shall the shall the total amount paid to the Construction Manager, including compensation, fees, expenses, or any payment or reimbursement of any kind and for any reason, exceed ___% of the Cost of the Work.

Construction Manager's Fee for changes in the Work resulting in a net increase or decrease to the Cost of the Work shall be adjusted in an amount equal to the product of _____ Percent (_____%) multiplied by such net increase or decrease. By way of example and not limitation, if a change in the Work resulted in a net increase to the Cost of the Work in the amount of $100,000, then the Construction Manager's Fee would be increased in an amount of $_____.

PAGE 13

See the A201 General Conditions of the Contract, as amended.

...

See section 11.3 below.

...

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price. Construction Manager shall also return to the Owner all unused funds from any Contingency account as a deduction from the Guaranteed Maximum Price. The Construction Manager shall not participate in any savings. All savings shall be credited to Owner.

...

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. Adjustments to the Guaranteed Maximum Price on account of Owner-approved changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment shall be calculated in accordance with Article 7 of A201-2017, as amended; provided, however, that no adjustment to the Guaranteed Maximum Price shall become effective unless approved by the Owner's Representative. Adjustments to the Guaranteed Maximum Price shall only be considered if presented in accordance with the Contract Documents prior to performing additional Work and incurring additional Costs.

~~**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.~~

~~**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.~~

~~**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.~~

PAGE 14

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§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. However, "Cost of the Work" shall not include costs incurred because of the negligence, breach of contract, or other misconduct of Construction Manager or of any subcontractor. All cost items qualifying for reimbursement under this Article 7 as included in the Cost of Work, shall be included in the Guaranteed Maximum Price.

...

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior written approval of the Owner.

...

~~**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~
~~*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*~~

~~**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 9.1, as amended, shall be treated as Work performed by a Subcontractor under Section 7.3. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted to the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 7 of this Agreement. Costs paid to the Construction Manager for such Work shall be treated only as "subcontract costs" for purposes of computing the allowable costs and fees payable to the Construction Manager.

PAGE 15

§ 7.5.4 Costs of ~~the Construction Manager's site office, including general office equipment and supplies.~~materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

~~**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.~~

...

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

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§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior written approval.

§ 7.6.2 ~~Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and~~ Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is ~~liable.~~required by the Contract Documents to pay.

§ 7.6.3 Fees ~~and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.~~of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.4 ~~Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.~~Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5 ~~Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~Intentionally Deleted.

§ 7.6.5.1 ~~The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

§ 7.6.6 ~~Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~Deposits lost directly resulting from the Owner's actions or decisions.

§ 7.6.7 ~~Costs of document reproductions and delivery charges.~~Legal costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, the Construction Manager and the Architect, the Construction Manager and the Subcontractors, the Construction Manager and any material suppliers, or the Construction Manager and any third party reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior written approval, which shall not be unreasonably withheld.

§ 7.6.8 ~~Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

§ 7.6.9 ~~Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~

§ 7.6.10 ~~Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~

§ 7.6.11 ~~That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

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...

~~§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~

PAGE 16

.6 ~~Except as provided in Section 7.7.3 of this Agreement, costs~~ Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

...

.9 Costs for services incurred during the Preconstruction ~~Phase.~~Phase;

.10 Delay damages or claims; and

.11 Storage costs, unless with prior written Owner approval.

...

§ 8.1 ~~Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.~~The Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work and that conform to the Contract Documents, and any such discounts, rebates, or refunds shall accrue to the Owner.

...

§ 9.1 ~~Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~The Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from subcontractors for the performance of all major elements of the Work. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which proposals will be accepted. The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Project offers the best value to Owner. In opening proposals, neither Construction

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Manager nor Owner shall disclose the contents of a proposal. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work.

§ 9.1.1 ~~When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~If during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.
PAGE 17

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ~~three~~ five (5) years after final payment, or for such longer period as may be required by law.

...

§ 11.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~
~~(Federal, state or local laws may require payment within a certain period of time.)~~The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702-1992 for approval. Continuation sheets shall be submitted on AIA Form G703-1992. If the Architect and Program Manager approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, provided that such Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

...

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of ~~values~~ values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed

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Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

PAGE 18

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified;~~ justified and that Owner approves; and

...

ten percent (10%)

PAGE 19

§ 11.1.9 ~~If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~

§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 ~~Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.~~The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 The ~~Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.~~progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017, as amended.

.2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 11.1.12 ~~In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

...

.1 the Construction Manager has fully performed the Contract, ~~except for~~ including the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, ~~and~~

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but excluding the Construction Manager's responsibility to satisfy other requirements, if any, which extend beyond final payment;

...

.3 a final Certificate for Payment has been issued by the ~~Architect in accordance with Section 11.2.2.2.~~Architect, and the Construction Manager has provided all documents required by Sections 3.5.7 and 9.10.2 of AIA Document A201-2017, as amended, and the Owner's Board of Education has voted to accept the Work and approve Final Payment.

PAGE 20

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. ~~The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.~~

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request ~~mediation~~ dispute resolution as provided in the Contract Documents of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for ~~mediation~~ dispute resolution shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request ~~mediation~~ dispute resolution as provided in the Contract Documents within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

approval from the Owner's Board of Education.

~~**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.~~

§ 11.3 ~~Interest~~Time

§ 11.3.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are and will continue to be impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion that such sums are liquidated direct damages and shall not be construed as a penalty and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection

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fees. storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement

§ 11.3.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to Five Thousand Dollars ($5,000.00) per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 11.3.3 Timely Final Completion is an essential condition of this Agreement, Construction Manager agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of Five Thousand Dollars ($5,000.00) per day. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 11.3.4 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Construction Manager for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 11.4 Interest
PAGE 21

~~%~~ twelve percent (12%) per annum

...

§ 12.1 ~~Initial Decision Maker~~
The Construction Manager and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Construction Manager and Owner.
~~**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

~~**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

§ 12.2 ~~Binding Dispute Resolution~~
~~For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:~~

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~~*(Check the appropriate box.)*~~

~~[–] Arbitration pursuant to Article 15 of AIA Document A201–2017~~Notwithstanding any reference to arbitration contained in this Agreement, neither the Construction Manager nor the Owner shall be obligated to resolved any Claim through arbitration.

~~[–] Litigation in a court of competent jurisdiction~~

~~[–] Other: *(Specify)*~~

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~**§ 12.3**The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

PAGE 22

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to ~~a reasonable~~ the Architect's estimate of the probable Cost of the Work upon its completion; and

...

§ 13.2.2.2 The Owner shall also pay the Construction Manager ~~fair compensation,~~ compensation at an amount agreed to by the Owner and the Construction Manager, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

PAGE 23

Zero Dollars ($0.00)

...

For the Preconstruction Phase and the Construction Phase, the Construction Manager shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

~~**§ 14.3.1 Preconstruction Phase**~~

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

~~**§ 14.3.1.1** Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~

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~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~§ 14.3.1.6 Other Insurance~~
~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*~~

~~Coverage~~	~~Limits~~

~~§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.~~

~~§ 14.3.2 Construction Phase~~
~~After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.~~

...

§ 14.5 ~~Other provisions:~~**Governing Law**
Section 13.1 of AIA Document A201–2017 applies to both the Preconstruction and Construction Phases.

§ 14.6 Fair Labor Standards
The Construction Manager shall maintain fair labor standards throughout the performance of this Contract. The Construction Manager shall file with the Owner a statement that the Construction Manager is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Construction Manager and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Construction Manager.

§ 14.7 Payment of Unemployment Compensation

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The Construction Manager shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 14.8 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

§ 14.9 The Construction Manager shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009, and who are physically performing services within the State of Nebraska. If the Construction Manager employs or contracts with any Subcontractor in connection with this Agreement, the Construction Manager shall include a provision in the contract requiring the Subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 14.10 Indemnification

§ 14.10.1 To the fullest extent permitted by law, the Construction Manager shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Construction Manager's services, the Construction Manager's performance hereunder, and/or the Construction Manager's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Construction Manager, its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 14.10.

Notwithstanding the foregoing, the Construction Manager's obligations in this Section 14.10 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 14.10.2 The indemnification obligation under this Section 14.10 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Construction Manager or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 14.11 The Construction Manager and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 14.12 The Construction Manager and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Construction Manager and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Construction Manager and all Subcontractor, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Construction Manager, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

§ 14.13 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall

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impair any such right or power or be construed to be as waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.14 The Construction Manager's federal employer identification number is: _____.

§ 14.15 The Construction Manager acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 14.16 When present on Owner's property, Construction Manager and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 14.17 The Construction Manager shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

PAGE 25

§ 15.1 This ~~Agreement represents the entire and integrated~~ Agreement, together with all written modifications, amendments and riders signed by both parties, represents the entire agreement between the Owner and the Construction Manager concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, ~~either written or oral.~~ whether written or oral, between the Owner and the Construction Manager. This Agreement may be amended only by written instrument signed by both ~~Owner and~~ the Owner and the Construction Manager.

...

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum ~~Price~~Price, as amended
.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if ~~executed~~executed, as amended
.3 AIA Document A133™–2019, Exhibit B, Insurance and ~~Bonds~~Bonds, as amended
.4 AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~Construction, as amended
.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, as amended, dated as indicated below:

...

(Check all boxes that apply.)

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
~~*(Insert the date of the E234-2019 incorporated into this Agreement.)*~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:28:40 ET on 11/09/2021 under Order No. 4919093188 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

THE OWNER:
(Name, legal status, and address)

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

TBD

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract

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Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

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§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133™ – 2019 Exhibit A

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PAGE 1

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

...

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

...

TBD

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:29:07 ET on 11/09/2021 under Order No. 4919093188 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

THE OWNER:
(Name, legal status, and address)

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

TBD

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

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

§ B.2.3 Required Property Insurance

§ B.2.3.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, theft, vandalism, malicious mischief, or windstorm.
(Paragraphs deleted)
(Table deleted)

§ B.2.3.1.2
(Paragraphs deleted)
Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
(Table deleted)
(Paragraph deleted)

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

(Paragraphs deleted)

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner that evidence compliance with the requirements in this Article B.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; (3) upon renewal or replacement of each required policy of insurance; and (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Construction Manager's certificates of insurance does not relieve any of the Construction Manager's responsibilities under the Agreement and shall not constitute a waiver of the Construction Manager's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Construction Manager's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the

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Construction Manager, and such large deductible or self-insured retention is subject to the Owner's written approval The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General liability and Automobile Liability, including without limitation the insurance required by Sections B.3.2.2, B.3.2.3, and B.3.2.6, to include the Owner for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct.

To be clear, the Construction Manager shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section B.3.2.8, if applicable, or the Pollution Liability Coverage required by Section B.3.2.9, if applicable, to the extent that such policy(ies) include an so-called "insured-versus-insured" exclusion.

§ B.3.1.4 Notice of Cancellation or Non-Renewal
The Construction Manager (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Construction Manager's insurance. Within three (3) business days of the date the Construction Manager becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section B.3, the Construction Manager shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Construction Manager, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Construction Manager. The furnishing of notice by the Construction Manager shall not relieve the Construction Manager of any contractual obligation to provide any required coverage.

§ B.3.1.5 Among other grounds to withhold payment, the Construction Manager's failure to fully comply with all insurance requirements in this Section B.3 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Construction Manager. The Owner has the right, but not necessarily the obligation, to declare the Construction Manager's failure to fully comply with the insurance requirements in this Section B.3 a material breach of the Construction Manager's obligations under this Agreement.

§ B.3.1.6 All of the coverage limits stated in this Section B.3 are minimum insurance limits and shall not be construed in any way to limit the liability of the Construction Manager.

§ B.3.1.7 The Construction Manager's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- IX . The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability
§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000)general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.2.3 The Construction Manager's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.2.4 Any aggregate limit under the Construction Manager's General Liability insurance shall, by endorsement, apply to this Project separately.

§ B.3.2.3 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Millions Dollars ($1,000,000) combined single limitfor bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.4 Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.5 Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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§ B.3.2.6 Commercial Umbrella/Excess Liability Insurance with limits of at least Nine Million Dollars ($9,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Ten Million Dollars ($10,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections B.3.2.2.1, B.3.2.3, and B.3.2.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of Substantial Completion, whichever is later.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Subcontractor's Insurance Coverage

The Construction Manager agrees to require Subcontractors to comply with the insurance provisions required of the Construction Manager pursuant to this Agreement unless the Construction Manager and Owner mutually agree in writing to modify these requirements for Subcontractors whose work is of relatively small scope, provided however that each Subcontractor's Commercial Umbrella/Excess Liability Insurance limits shall be at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence.

The Construction Manager agrees that it will contractually obligate its Subcontractors to advise the Construction Manager promptly of any changes or lapses of the requisite insurance coverages and the Construction Manager agrees to promptly advise Owner of any such notices that the Construction Manager receives from its Subcontractors. The Construction Manager agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Construction Manager is required to do so as provided in this Agreement. The Construction Manager assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

(Paragraphs deleted)

§ B.3.4 Performance Bond and Payment Bond

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§ B.3.4.1 To secure the faithful performance of the work, the Construction Manager will provide a performance bond with a penal sum no less than 100% of the GMP through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the Owner.

§ B.3.4.2 To secure all of the Construction Manager's payment obligations that arise on the project, the Construction Manager will provide a payment bond with a penal sum no less than 100% of the GMP through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the Owner and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

§ B.3.4.3 The corporate surety or sureties issuing the required performance bond and payment bond must be lawfully authorized to issue insurance in the jurisdiction where the Project is located and must have an A.M. Best rating of not less than A- IX.

§ B.3.4.4 The cost of the performance bond and payment bond shall be included in the Cost of the Work.

(Table deleted)

§ B.3.4.5 The Construction Manager shall deliver the required bonds to the Owner within one week of the Construction Manager's execution of the Agreement and the GMP, whichever is later.

§ B.3.4.6 The Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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8545 Park Drive
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Attn: Superintendent Mark Adler
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PAGE 2

§ B.2.3.1 ~~Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the~~ The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, ~~explosion,~~ theft, vandalism, malicious mischief, ~~collapse, earthquake, flood,~~ or windstorm. ~~The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:~~
~~*(Indicate below the cause of loss and any applicable sub-limit.)*~~

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Cause of Loss **Sub-Limit**

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)
Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

Coverage **Sub-Limit**

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[–] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[–] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[–] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

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[–] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[–] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[–] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[–] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[–] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[–] **§ B.2.5.2 Other Insurance**

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

Coverage	**Limits**

...

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner ~~evidencing~~ that evidence compliance with the requirements in this Article B.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; ~~(2)~~ (3) upon renewal or replacement of each required policy of insurance; and ~~(3)~~ (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations,

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shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General ~~Liability~~ Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Construction Manager's certificates of insurance does not relieve any of the Construction Manager's responsibilities under the Agreement and shall not constitute a waiver of the Construction Manager's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Construction Manager's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any ~~deductible or self- insured~~ large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Construction ~~Manager.~~Manager, and such large deductible or self-insured retention is subject to the Owner's written approval The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the ~~commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured~~ primary and excess or umbrella policies for Commercial General liability and Automobile Liability, including without limitation the insurance required by Sections B.3.2.2, B.3.2.3, and B.3.2.6, to include the Owner for claims caused in whole or in part by the Construction Manager's negligent acts or ~~omissions for which loss occurs during completed operations.~~ omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's ~~general liability~~ insurance policies and shall apply to both ongoing and completed operations. ~~To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct.

To be clear, the Construction Manager shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section B.3.2.8, if applicable, or the Pollution Liability Coverage required by Section B.3.2.9, if applicable, to the extent that such policy(ies) include an so-called "insured-versus-insured" exclusion.

§ B.3.1.4 Notice of Cancellation or Non-Renewal

The Construction Manager (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Construction Manager's insurance. Within three (3) business days of the date the Construction Manager becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section B.3, the Construction Manager shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Construction Manager, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Construction Manager. The furnishing of notice by the Construction Manager shall not relieve the Construction Manager of any contractual obligation to provide any required coverage.

§ B.3.1.5 Among other grounds to withhold payment, the Construction Manager's failure to fully comply with all insurance requirements in this Section B.3 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Construction Manager. The Owner has the right, but not necessarily the obligation, to declare the Construction Manager's failure to fully comply with the insurance requirements in this Section B.3 a material breach of the Construction Manager's obligations under this Agreement.

§ B.3.1.6 All of the coverage limits stated in this Section B.3 are minimum insurance limits and shall not be construed in any way to limit the liability of the Construction Manager.

§ B.3.1.7 The Construction Manager's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

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PAGE 3

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is ~~located.~~ located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- IX . The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~($) each occurrence, ($) general aggregate, and ($)~~ One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000)general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage ~~for claims including~~no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

PAGE 4

§ B.3.2.2.3 The Construction Manager's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.2.4 Any aggregate limit under the Construction Manager's General Liability insurance shall, by endorsement, apply to this Project separately.

§ B.3.2.3 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ~~($) per accident, for~~ One Millions Dollars ($1,000,000) combined single limitfor bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.4 ~~The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.5 ~~Workers' Compensation at statutory limits.~~Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.6 ~~Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~Commercial Umbrella/Excess Liability Insurance with limits of at least Nine Million Dollars ($9,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Ten Million Dollars ($10,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections B.3.2.2.1, B.3.2.3, and B.3.2.5 and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

PAGE 5

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~($) per claim and ($) in the aggregate.~~Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of Substantial Completion, whichever is later.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ~~($) per claim and ($)~~ Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~($) per claim and ($)~~ Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate.

...

§ B.3.3 ~~Construction Manager's Other Insurance Coverage~~Subcontractor's Insurance Coverage

The Construction Manager agrees to require Subcontractors to comply with the insurance provisions required of the Construction Manager pursuant to this Agreement unless the Construction Manager and Owner mutually agree in writing to modify these requirements for Subcontractors whose work is of relatively small scope, provided however that each Subcontractor's Commercial Umbrella/Excess Liability Insurance limits shall be at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence.

The Construction Manager agrees that it will contractually obligate its Subcontractors to advise the Construction Manager promptly of any changes or lapses of the requisite insurance coverages and the Construction Manager agrees to promptly advise Owner of any such notices that the Construction Manager receives from its Subcontractors. The Construction Manager agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Construction Manager is required to do so as provided in this Agreement. The Construction Manager assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

~~**§ B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:~~

~~*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*~~

~~**§ B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.~~

~~*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*~~

~~[–] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and~~

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~~Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:~~
~~*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*~~

~~[–] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.~~

~~[–] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.~~

~~[–] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.~~

~~[–] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.~~

~~[–] § B.3.3.2.6 Other Insurance~~
~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*~~

~~Coverage~~ ~~Limits~~

~~The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:~~
§ B.3.4.1 To secure the faithful performance of the work, the Construction Manager will provide a performance bond with a penal sum no less than 100% of the GMP through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the Owner.

§ B.3.4.2 To secure all of the Construction Manager's payment obligations that arise on the project, the Construction Manager will provide a payment bond with a penal sum no less than 100% of the GMP through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the Owner and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

§ B.3.4.3 The corporate surety or sureties issuing the required performance bond and payment bond must be lawfully authorized to issue insurance in the jurisdiction where the Project is located and must have an A.M. Best rating of not less than A- IX.
~~(Specify type and penal sum of bonds.)~~**§ B.3.4.4** The cost of the performance bond and payment bond shall be included in the Cost of the Work.

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~~**Type** **Penal Sum ($0.00)**~~

~~Payment Bond~~

~~Performance Bond~~

§ B.3.4.5 The Construction Manager shall deliver the required bonds to the Owner within one week of the Construction Manager's execution of the Agreement and the GMP, whichever is later.

~~Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.~~

§ B.3.4.6 The Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

THE OWNER:
(Name, legal status and address)

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

THE CONTRACTOR:
(Name, legal status and address)

TBD

THE ARCHITECT:
(Name, legal status and address)

BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
Attn: Pat Carson
pcarson@bcdm.net

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

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MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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The term "Contractor" shall have the same meaning as Construction Manager in the AIA Document A133™ - 2019.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.8 Approved

When the words "approved," "satisfactory," "proper," or "as directed" are used, approval by the Architect shall be understood.

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§ 1.1.9 Provide

When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

§ 1.1.10 Addenda

Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

§ 1.1.11 Bulletins

Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

§ 1.1.12 Knowledge

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) or discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.

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

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Confidentiality

§ 1.9.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Drawings, Specifications, and other documents which the Contractor is permitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Contractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

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§ 1.9.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.9.3 The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.9.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

§ 1.9.5 Any and all inventions and discoveries, whether or not patentable, conceived or made by the Contractor as a result of the Contractor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if the Owner fails to make payments to the Contractor as the Contract Documents require or a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law,

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including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 EXTENT OF OWNER RIGHTS

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law or (iii) in equity.

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§ 2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in a professional and safe manner and in accordance with the Contract Documents and all federal, state, and local laws, regulations, and ordinances.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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

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§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the 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 of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.10.4 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.4 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the work was properly scheduled by the Contactor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

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§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Contractor's services, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

Notwithstanding the foregoing, the Contractor's obligations in this Section 3.18 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the Indemnitees set out in Section 3.18.1 from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the final payment is due from Owner, and (with the Owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be

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increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.3.2 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the Contract by the Owner pursuant to Section 14.2 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent or reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

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

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect within 10 day of full execution of this Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall

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be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by the Owner, the Construction Manager or the Architect as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date, (iv) value of Work completed to date, (v) percent of previous amount billed, (vi) previous amount billed, (vii) current percent completed, and (viii) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If any trade breakdown had been initially approved and subsequently used but was later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, unless otherwise required by the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.

.4 Payment shall not include any charges for overhead or profit on stored materials.

.5 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also

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result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

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§ 9.4.3 Notwithstanding any other provision in this Agreement, the issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the

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Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a

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Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

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

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

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

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The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

§ 10.2.9 When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

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

§ 10.2.11 When all or a portion of the Work is suspended for any reasons, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a concealed and undisclosed hazardous material or substance (as defined by the contract documents) not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract

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Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.3.3 If Contractor imports hazardous materials onto the project site, then Contractor hereby indemnifies and holds harmless the Owner, its consultants, trustees, officers, agents and employees, against any claims arising out of or related to such importation, including but not limited to costs and expenses the Owner incurs for remediation of a material or substance the contractor brings to the site, as provided for in subparagraph 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site. The Owner shall be responsible for hazardous 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.

§ 10.3.5 Intentionally omitted.

§ 10.3.6 Intentionally omitted.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

The Contractor shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 Upon completion of any Work under or pursuant to this Section 12.2, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regard to its choice of law rules.. Any action between the Owner and the Contractor concerning

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causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing.

§ 13.6 GENERAL PROVISIONS

§ 13.6.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.6.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.6.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Contract Documents.

§ 13.6.4 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or in the applicable subcontract.

§ 13.7 NO ORAL WAIVER

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.8 BACKGROUND CHECKS

The Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the Owner. The Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and

.2 An act of government, such as a declaration of national emergency, that requires all Work to be

(Paragraphs deleted)

stopped.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute

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in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 20 additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2

(Paragraphs deleted)

Intentionally omitted.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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.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.

§ 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.3. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

(Paragraphs deleted)

§ 15.1.7 Intentionally omitted.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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(Paragraph deleted)

§ 15.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraph deleted)

§ 15.2.8 The decision of the Initial Decision Maker in response to a Claim shall not be a condition precedent to mediation or any other form of dispute resolution in the event (1) the positions of the Initial Decision Maker and Architect are vacant, or (2) the Claim relates to a construction lien.

§ 15.3 Mediation

§ 15.3.1 The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any claim, dispute, or other matter that is not mediated or that is not resolved in mediation will be subject to litigation pursuant to Section 13.1.

(Paragraphs deleted)

§ 15.4 No Arbitration

The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void.

(Paragraphs deleted)

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PAGE 1

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

(Name, legal status and address)

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

THE CONTRACTOR:
(Name, legal status and address)

TBD

THE ARCHITECT:

...

BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
Attn: Pat Carson
pcarson@bcdm.net

PAGE 10

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The term "Contractor" shall have the same meaning as Construction Manager in the AIA Document A133™ - 2019.

...

§ 1.1.8 Approved
When the words "approved," "satisfactory," "proper," or "as directed" are used, approval by the Architect shall be understood.

§ 1.1.9 Provide
When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

§ 1.1.10 Addenda
Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

§ 1.1.11 Bulletins
Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

§ 1.1.12 Knowledge
The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) or discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.
PAGE 12

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

...

§ 1.9 Confidentiality
§ 1.9.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement,

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(iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Drawings, Specifications, and other documents which the Contractor is permitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Contractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.9.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.9.3 The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.9.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

§ 1.9.5 Any and all inventions and discoveries, whether or not patentable, conceived or made by the Contractor as a result of the Contractor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

PAGE 13

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if ~~(1)~~ the Owner fails to make payments to the Contractor as the Contract Documents ~~require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a~~ require or a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract ~~Sum under (3) above,~~ Sum, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

PAGE 14

§ 2.6 EXTENT OF OWNER RIGHTS

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law or (iii) in equity.

§ 2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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PAGE 15

§ 3.1.2 The Contractor shall perform the Work in ~~accordance with the Contract Documents.~~a professional and safe manner and in accordance with the Contract Documents and all federal, state, and local laws, regulations, and ordinances.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

PAGE 16

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

...

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements ~~may~~ shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

PAGE 17

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

PAGE 18

§ 3.10.4 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.4 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the work was properly scheduled by the Contactor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

PAGE 20

~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of

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the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.
PAGE 21

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall ~~indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense~~ defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Contractor's services, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible ~~property (other than the Work itself),~~ property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, ~~a Subcontractor,~~ its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be ~~liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.~~ liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described ~~in this Section 3.18.~~in this Section 3.18.

Notwithstanding the foregoing, the Contractor's obligations in this Section 3.18 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

...

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the Indemnitees set out in Section 3.18.1 from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

PAGE 22

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during ~~construction until the date the Architect issues the final Certificate for Payment.~~ construction, until the final payment is due from Owner, and (with the Owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
PAGE 24

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~~By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.~~**§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

...

§ 5.4.2 ~~Upon such assignment, if the Work~~ If the Work in connection with a subcontract has been suspended for more than ~~30 days,~~ thirty (30) days after termination of the Contract by the Owner pursuant to Section 14.2 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for ~~increases in cost resulting from~~ any increase in direct costs incurred by such Subcontractor as a result of the suspension.

...

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

PAGE 25

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent.~~apparent or reasonably discoverable.

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PAGE 26

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

...

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

PAGE 28

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may ~~determine.~~determine to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

...

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

...

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~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~**§ 9.2.1** Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect within 10 day of full execution of this Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by the Owner, the Construction Manager or the Architect as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date, (iv) value of Work completed to date, (v) percent of previous amount billed, (vi) previous amount billed, (vii) current percent completed, and (viii) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If any trade breakdown had been initially approved and subsequently used but was later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

PAGE 29

§ 9.3.1 At least ten days before the date established for each progress payment, unless otherwise required by the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

...

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and~~ Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.

.4 Payment shall not include any charges for overhead or profit on stored materials.

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.5 Payments for materials or equipment stored on or off the site shall be conditioned upon ~~compliance by the Contractor with~~ submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials ~~and~~ or equipment or otherwise protect the Owner's interest, ~~and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

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

PAGE 31

§ 9.4.3 Notwithstanding any other provision in this Agreement, the issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

...

§ 9.5.4 ~~If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make~~

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~~payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.
PAGE 32

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~**§ 9.7.1** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended ~~use.~~use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.
PAGE 33

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.
PAGE 34

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice. The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.

PAGE 35

~~If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery.~~ Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other ~~party to investigate the matter.~~parties to investigate the matter.

§ 10.2.9 When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

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

§ 10.2.11 When all or a portion of the Work is suspended for any reasons, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

...

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a concealed and undisclosed hazardous material or substance (as defined by the contract documents) not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

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proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

PAGE 36

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~If Contractor imports hazardous materials onto the project site, then Contractor hereby indemnifies and holds harmless the Owner, its consultants, trustees, officers, agents and employees, against any claims arising out of or related to such importation, including but not limited to costs and expenses the Owner incurs for remediation of a material or substance the contractor brings to the site, as provided for in subparagraph 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the ~~site unless such materials or substances are required by the Contract Documents.~~ site. The Owner shall be responsible for hazardous 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.

§ 10.3.5 ~~The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~Intentionally omitted.

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

...

The Contractor shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents

~~**§ 11.1 Contractor's Insurance and Bonds**~~

~~**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The~~

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~~Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

~~**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

~~**§ 11.2 Owner's Insurance**~~

~~**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

~~**§ 11.3 Waivers of Subrogation**~~

~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals~~

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~~and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~**§11.5 Adjustment and Settlement of Insured Loss**~~
~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

PAGE 37

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

...

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~Upon completion of any Work under or pursuant to this Section 12.2, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

...

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regard to its choice of law rules.. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

PAGE 38

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in ~~Section 13.2.2,~~ Section 13.2.2 or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the ~~Project, if the lender assumes the Owner's rights and obligations under the Contract Documents.~~ Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

...

§ 13.3.1 ~~Duties~~ Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

PAGE 39

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in ~~writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~writing.

§ 13.6 GENERAL PROVISIONS

§ 13.6.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall

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include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.6.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.6.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Contract Documents.

§ 13.6.4 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or in the applicable subcontract.

§ 13.7 NO ORAL WAIVER

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.8 BACKGROUND CHECKS

The Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the Owner. The Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

...

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and

.2 An act of government, such as a declaration of national emergency, that requires all Work to be ~~stopped;~~

~~**.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~stopped.

PAGE 40

§ 14.1.4 If the Work is stopped for a period of ~~60~~ 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~ 20 additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

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

...

§ 14.3.2 ~~The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent~~

~~.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or~~

~~.2 that an equitable adjustment is made or denied under another provision of the Contract.~~Intentionally omitted.

PAGE 41

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is ~~later.~~later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.3. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

PAGE 42

~~**§ 15.1.7 Waiver of Claims for Consequential Damages**~~

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

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.1.7 Intentionally omitted.

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.2.8 The decision of the Initial Decision Maker in response to a Claim shall not be a condition precedent to mediation or any other form of dispute resolution in the event (1) the positions of the Initial Decision Maker and Architect are vacant, or (2) the Claim relates to a construction lien.

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and

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filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any claim, dispute, or other matter that is not mediated or that is not resolved in mediation will be subject to litigation pursuant to Section 13.1.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 No Arbitration

The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void.

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

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~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

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I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:29:41 ET on 11/09/2021 under Order No. 4919093188 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

(Paragraph deleted)

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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PAGE 1

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

...

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

PAGE 3

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

PAGE 4

~~**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~

...

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien

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or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: *(Corporate Seal)*	Company: *(Corporate Seal)*
Signature: _____	Signature: _____
Name and Title:	Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

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Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

(Paragraph deleted)

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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PAGE 1

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Mark Adler
(402) 331-4700
madler@ralstonschools.org

...

Ralston Public Schools
Elementary School Facilities Improvement Project

Mockingbird Elementary School, 5100 South 93rd Street Omaha, NE 68127;
Meadows Elementary School, 9225 Berry Street Omaha, NE 68127;
Wildewood Elementary School, 8071 Ralston Avenue Ralston, NE 68127; and
Blumfield Elementary School, 10310 Mockingbird Drive Omaha, NE 68127.

PAGE 3

.2 the Owner declares a Contractor ~~Default, terminates the Construction Contract~~ Default and notifies the Surety; and

PAGE 4

~~**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~

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_____

(Signed)

_____

(Title)

_____

(Dated)

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Bill Review Schedule for 2022

January 10
Jay
Mary

February 14
Samantha
Merv

March 14
Robin
Liz

April 11
Mary
Samantha

May 9
Merv
Liz

June 13
Robin
Jay

July 11
Mary
Samantha

August 8
Jay
Liz

September 12
Samantha
Merv

October 10
Robin
Liz

November 14
Mary
Jay

December 12
Robin
Merv

learning community

DOUGLAS SARPY

Strategic Planning Workshop

Nov. 18, 2021

PARLAY CONSULTING FIRM

Strategic Planning Activities



- Stakeholder Input
- Wave Method Workshop
- Literature Review
- Public Forums
- Strategic Planning
- Implementation Dashboard

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Pre-Work

Pre-Work

One-on-one interviews Parlay conducted nineteen 30-minute interviews via Zoom with partners and local leaders.

Focus groups Parlay conducted five, 60- to 90-minute focus groups in-person and virtually with Learning Community staff/center leaders, council members, district superintendents, and families.

Wave Method Workshop Parlay facilitated a 90-minute workshop The group discussed four articles on issues of importance to the Learning Community, noting emerging, established, boundary, and dying trends and approaches.

Literature Review To prepare for the public forums, Parlay reviewed a selection of eight articles on issues of importance to the Learning Community. The review served to inform discussion with community members.

Public Forums three 90-minute public forums. The discussion focused on three key topics from the literature review: early childhood education, a two-generation approach to education, and collaboration and collective impact.

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PARLAY CONSULTING FIRM



Strategic Plan



What do we want to see in place by December 31, 2024?

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PARLAY
CONSULTING FIRM

We will have...

- Strategic & Engaging Communications
- Customized Programming & Measurable Outcomes
- Proactive & Dedicated Government Relationships
- Strengthened & Responsible Ambassadors
- Connected & Elevated Innovation

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PARLAY CONSULTING FIRM

We will Create...

Relationships

Programming

Opportunities

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PARLAY CONSULTING FIRM

We will Create

Relationships

By 2024

- **Goal 1:** We will have created, nurtured, and maintained positive and constructive working relationships **amongst the LCCC and LC staff, individually and collectively.**
- **Goal 2:** We will have created, nurtured, and maintained positive and constructive working relationships **with families, partners, and other external constituents**.
- **Goal 3:** We will have effectively communicated and highlighted constructive working relationships of **internal and external** constituents illustrating influence and leadership.



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PARLAY CONSULTING FIRM

We will Create

Programming

By 2024

- **Goal 1:** We will have **expansion in two generation program** participants and the number of **location**(s), plus new additional **childcare provider programming** (South Omaha).
- **Goal 2:** We will add more **customized and equitable programming** for Learning Community center families.
- **Goal 3:** We will have **clear and concise messaging** for families, potential workforce, stakeholders and media.



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We will Create

Opportunities

By 2024

- **Goal 1:** We will have substantial increase in revenue through **support from the Learning Community Foundation**.
- **Goal 2:** We will have provided consistent, highly effective **programming leading to outcomes** that reflect academic, social, emotional and community success.
- **Goal 3:** We will have demonstrated effectiveness in **increasing social and political capital** for the Learning Community.



PARLAY CONSULTING FIRM

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Mission

Together with school districts and community organizations as partners, we demonstrate, share, and implement more effective practices to measurably improve educational outcomes for children and families in poverty.

Vision

That all children within the Learning Community achieve academic success without regard to social or economic circumstances.

Practical Vision

We will have...

Strategic & Engaging Communications | Customized Programming & Measurable Outcomes | Proactive & Dedicated Government Relationships
Strengthened & Responsible Ambassadors | Connected & Elevated Innovation

Strategic Directions

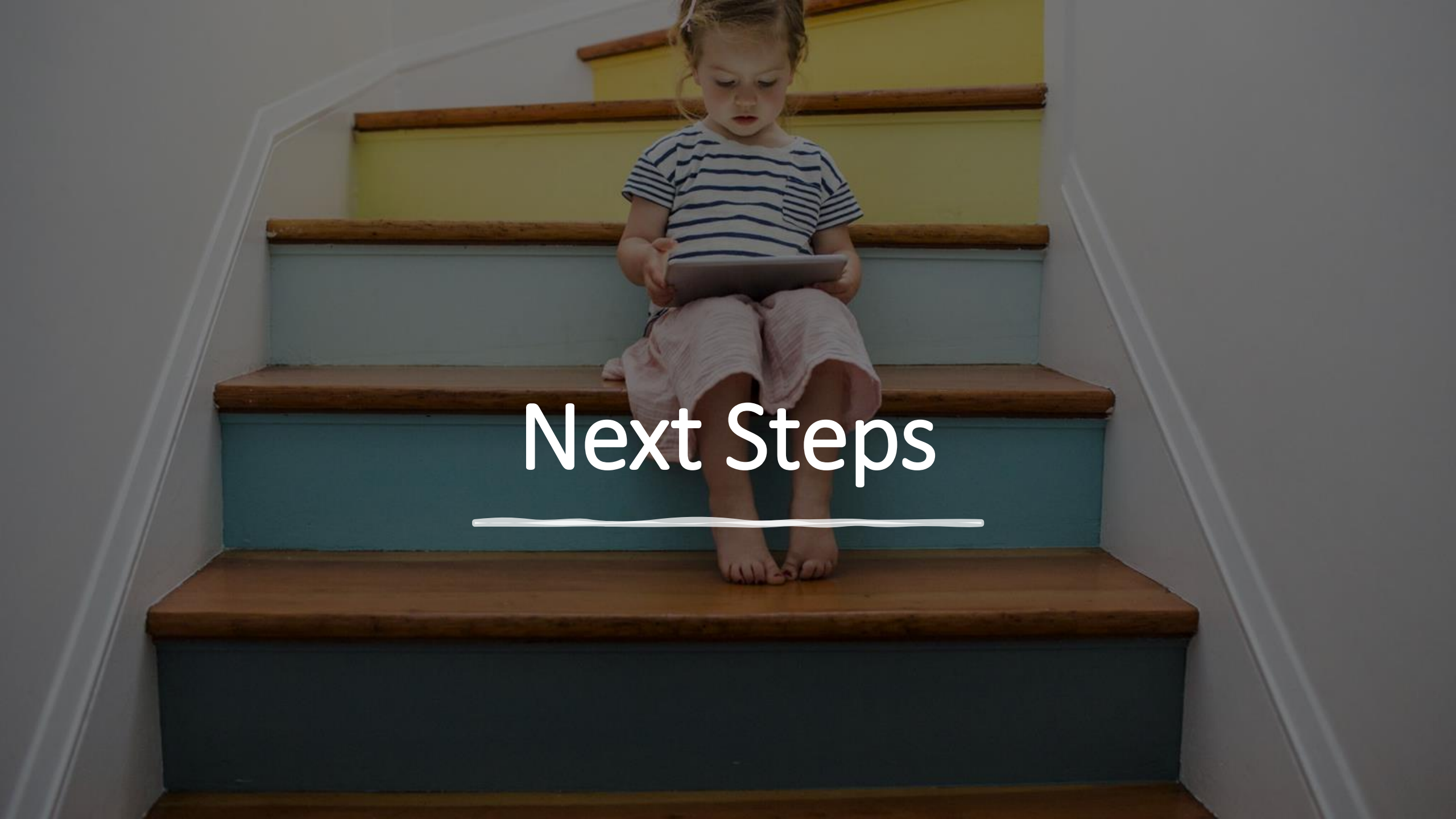
We will Create...

2024 Goals

Relationships	Programming	Opportunities
▪ We will have created, nurtured, and maintained positive and constructive working relationships amongst the LCCC and LC staff, individually and collectively. ▪ We will have created, nurtured, and maintained positive and constructive working relationships with families, partners, and other external constituents. ▪ We will have effectively communicated and highlighted constructive working relationships of internal and external constituents illustrating influence and leadership.	▪ We will have expansion in two generation program participants and the number of location(s), plus new additional childcare provider programming (South Omaha). ▪ We will add more customized and equitable programming for Learning Community center families. ▪ We will have clear and concise messaging for families, potential workforce, stakeholders, and media.	▪ We will have substantial increase in revenue through support from the Learning Community Foundation. ▪ We will have provided consistent, highly effective programming leading to outcomes that reflect academic, social, emotional and community success. ▪ We will have demonstrated effectiveness in increasing social and political capital for the Learning Community.

DRAFT

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Next Steps

Implementation Dashboard

- Data for monitoring is yet to be determined.
- Consider possibilities for tracking progress on goals during the strategic planning process.
- These measures may be included within existing program evaluation data or separate from/complementary to those.

Summary

Implementation Dashboard In partnership with the Learning Community, Parlay will develop ways to track progress on the three-year goals and provide a simple tool (via Excel) to allow for easy tracking and updates on key measures.

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PARLAY CONSULTING FIRM


Questions



Thank you

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PARLAY
CONSULTING FIRM

Executive Summary
Learning Community of Douglas and Sarpy Counties
Stakeholder Engagement to Identify Program Priorities for Learning Community Center #3

The Learning Community Strategic Plan calls for program expansion through a third Learning Community Center with additional two-generation programming. This center will be in south central Omaha, including the Millard, Papillion La Vista, Ralston, and Westside school districts. In Fall 2021, a variety of engagement strategies were employed to gather input from community stakeholders to guide and inform the development of programming through a new Learning Community Center in south central Omaha.

The following table summarizes participation in online and in-person interviews, focus groups, and surveys to answer the overarching question "What do families need to better support their children's learning and development?"

Administrators & Organization Leaders	**46**
Educators & Other Professionals	**184**
Parents, Grandparents, Community Members	**408**
TOTAL	**638**

All groups were asked to share high priority topics for educational programming for parents, grandparents, and others with children from birth through Grade 3. Across data sources, the following table includes the most prevalent parent education interests and/or needs identified.

Priority program areas listed in all groups and in all meetings/surveys ▪ Social emotional learning and development ▪ Mental health and behavioral supports ▪ Parenting strategies ▪ Relationship building within and among families
Priority program areas listed in all groups and in the majority of meetings/surveys ▪ Personal and Family Finance ▪ General Child Development and Academic Learning ▪ School-related Technology and Applications ▪ Enrichment Opportunities for Children and Families ▪ English Language Courses ▪ Employment and GED Programs ▪ Understanding School Systems, Programs, and Expectations ▪ Basic Family Needs and Social Services ▪ Navigators, Coaches, and/or Family Advocates
Priority program areas listed in more than one group and in more than one meeting/survey ▪ High Quality and Accessible Neighborhood Childcare ▪ Automobile Driving Instruction

Families may also need resources or supports to reduce barriers and facilitate participation in programs and courses. All stakeholder groups were asked to share priority resources and supports to encourage family participation in the center programs. Across data sources, the following table includes the most prevalent resources and supports identified.

Priority resources and supports listed in all groups and meetings/surveys ▪ High quality childcare ▪ Program scheduling and format alternatives ▪ Trust ▪ Transportation and center/program location
Priority resources and supports listed in all groups and in the majority of meetings/surveys ▪ Interpreters and/or bilingual staff ▪ Materials, equipment, and supplies for home use ▪ Access to basic and social services
Priority resources and supports listed in more than one group and in more than one meeting/survey ▪ Support for families experiencing frequent mobility ▪ Financial incentives for course completion ▪ Parents as peer instructors ▪ Spaces and equipment for physical activity

Participants also made suggestions regarding the next phase of planning and posed questions about the new center and programming. Topics included program location, timelines, eligibility requirements, and accessibility. Marketing to make families aware of the center and programs will be critical. Communications should be offered in languages prevalent in the target communities. Finally, stakeholders expressed appreciation for this opportunity to contribute to the initial identification of program priorities. To build upon these connections, expand interest, and develop ownership they recommend soliciting ongoing family and community stakeholder input as the planning processes proceed.

Ralston Public Schools

RESOLUTION NUMBER _____

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the Papio-Missouri River Natural Resources District, with assistance from JEO Consulting Group, Inc. of Lincoln, NE.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the Natural Resources District and participating jurisdictions located within the planning boundary by identifying the hazards that affect the Papio-Missouri River Natural Resources District and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the Ralston Public Schools in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of the Ralston Public Schools does herewith adopt the 2021 Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety; and

PASSED AND APPROVED this ___ day of _____, 2021.

_____
Superintendent

ATTEST:

_____

INTERLOCAL COOPERATION ACT AGREEMENT

THE CITY OF RALSTON, NEBRASKA

AND

DOUGLAS COUNTY SCHOOL DISTRICT NO. 54

FOR THE USE AND MAINTENANCE OF ORVAL SMITH BASEBALL FIELD AND CROWN AND WAGER SOFTBALL FIELDS

This Interlocal Agreement ("Agreement") is made and entered into on the dates provided below by and between DOUGLAS COUNTY SCHOOL DISTRICT NO. 54, a political subdivision, (hereinafter referred to as "District") and the CITY OF RALSTON, NEBRASKA, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 *et seq.*, (the "Act"), of the State of Nebraska, provides that two or more public entities may enter into an agreement for shared or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act and other Nebraska laws, and no separate legal or administrative entity is created for any of the cooperative undertakings established under this Agreement; and

WHEREAS, the PARTIES are public agencies organized under the laws of the State of Nebraska; and

WHEREAS, the City owns and maintains as part of its park system a baseball field on Woodlawn Avenue and Park Drive, known as Orval Smith Field, and softball fields on Park Drive between 79th and 80th Streets, known as Crown Field and Wager Field, hereinafter referred to as "fields". For purposes of this agreement, fields includes the playing field including the dugouts and areas within the fields that are "out of play", as well as the area within the fences marking the park boundary and all permanent fixtures associated with the field, including but not limited to: fences, the grand stand and press box, bleachers, batting cages, and the parks maintenance area and buildings, but specifically excluding all machinery, equipment and appliances not permanently affixed to the premises. Concession stands are addressed separately in this Agreement and shall not be included in the definition of fields.

WHEREAS, the District maintains a high school athletic program that includes boy's baseball and girl's softball as a sport; and

WHEREAS, for many years the field has been used by the District to host the home games of the Ralston High School baseball and softball teams. The Orval Smith Field has also been used by the Ralston Area Baseball Association for its summer Pony League program.

WHEREAS, the Parties have purposes for cooperative action as provided herein; and

WHEREAS, the Parties desire to enter into this Interlocal Cooperative Agreement to accomplish those purposes;

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and their mutual covenants,

the PARTIES hereby agree as follows:

A. Purpose, Contributions, District and City Responsibilities, and Duration. The purpose of the RALSTON SCHOOL DISTRICT and CITY OF RALSTON Field Use cooperative is to create a one year cooperative undertaking between the District and the City to determine the efficiency, reasonability and financial efficacy of creating a plan for the administration, repair and maintenance of the fields. Commencing on immediately and terminating on February 28, 2022, the parties shall have the following rights and responsibilities with regard to the fields:

DISTRICT RIGHTS AND RESPONSIBILITIES:

1. Use of fields:

   a. Orval Smith Field: District will be given access to Orval Smith Field and all of its facilities. Except as provided in Section A9, access shall be exclusive to the District and may not be assigned by the District to any other person, entity or organization without the express permission of the City, which shall not be unreasonably withheld. Except as otherwise set forth below, District shall at its own expense provide all upkeep, maintenance, management and scheduling of games and practices at Orval Smith Field. District shall provide its own equipment and personnel for said purpose and shall provide all fertilizer, chemicals and other consumable supplies to maintain the field. The parties will share equally in the costs of light bulbs in the field lighting system and repairs to the field lighting system. District shall pay for the first $4,000.00 of capital improvements needed for the facilities, with the City providing for all capital improvement expenses in excess of $4,000.00 in the aggregate. Capital improvement items may include the electrical system, the drainage, water or sewer system, the sound system, the scoreboard, the bleachers, the grand stand and press box, concession stand, batting cages, fencing or any other improvements. Notwithstanding the foregoing provisions of this paragraph, the District shall be, and the City shall not be, responsible for any capital improvement expenses which are the result of damage done to the fields and facilities by the District, its employees, agents, volunteers, students or licensees, reasonable wear and tear excepted, or which are covered by insurance maintained by the District.

   b. Crown and Wager Fields: District will be given primary access to Crown and Wager Fields and all facilities associated with these fields, including batting cages (but excluding pitching machines owned by the RGSA), during the District's softball season, which shall be from July 15th through October 15th unless otherwise agreed to by District and City. During this time, District shall have the right to schedule its use of these fields before all others and to exclude others from the fields during the District's scheduled times. District shall not unreasonably restrict access to Crown and Wager Fields by RGSA or RABA during times not otherwise scheduled by the District for its own use. District's right to use Crown and Wager Fields shall be exclusive to the District and may not be assigned by the District to any other person, entity or organization without the express permission of the City, which shall not be unreasonably withheld. Except as otherwise set forth below, District shall, at its own expense, provide all upkeep and maintenance of the outfields at Crown and Wager Fields in a consistent manner for the benefit of all users throughout the term of this Agreement. District shall provide its own equipment and personnel for said purpose and shall provide all fertilizer, chemicals and other consumable supplies to maintain the field. The parties will share equally in the costs of light bulbs in the field lighting system and repairs to the field lighting system. District shall pay for the first

$4,000.00 of capital improvements needed for the facilities, with the City providing for all capital improvement expenses in excess of $4,000.00 in the aggregate. Capital improvement items may include the electrical system, the drainage, water or sewer system, the sound system, the scoreboard, the bleachers, the grand stand and press box, batting cages, fencing or any other improvements. Notwithstanding the forgoing provisions of this paragraph, the District shall be, and the City shall not be, responsible for any capital improvement expenses which are the result of damage done to the fields and facilities by the District, its employees, agents, volunteers, students or licensees, reasonable wear and tear excepted, or which are covered by insurance maintained by the District.

2. District shall have access to the existing concession stand at Orval Smith Field only. District agrees that during the term of this agreement that it will keep the concession stand in clean and good repair and return it at the end of the term in the same condition, reasonable wear and tear excluded. District is authorized to license one or more other civic groups to operate and handle concessions and the District may share the proceeds of the forgoing activities. Otherwise, District shall retain all proceeds received from the sale of concessions, admission charges, sponsorships and all other revenue generated by the exhibition of baseball games at Orval Smith Field.

3. District shall have the right to sell and erect sponsorship signage at Orval Smith Field throughout the term of this agreement, and at Crown and Wager Fields during the term of District's softball season only. All signage shall be subject to the approval of the City which shall not be unreasonably withheld. District shall retain all proceeds received from the sale of such signage and related sponsorships.

4. District shall carefully log and provide an accounting for all of its costs and expenses and revenue associated with this Interlocal Agreement and provide to the City upon request.

5. City shall assume the cost of all utilities billed by the Omaha Public Power District and the Metropolitan Utilities District up to $18,000 for the period March 1st, 2021 to February 28th, 2022. The District shall pay the City for any remaining difference between $18,000 and the actual amount billed for the period.

6. District will provide its insurance certificate or other proof of (i) liability insurance in an amount of not less than Two Million Dollars and (ii) casualty insurance in an amount of not less than the replacement value of improvements currently located on the field, naming the City of Ralston additional insured.

7. District is authorized to make improvements as it deems necessary or desirable to the fields and facilities subject to the approval of the City, which shall not be unreasonably withheld. Any such improvements will become the property of the City at the termination of this agreement.

8. To the extent permitted by law, the District shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the District's use of City-owned athletic facilities and fields or from the conduct of District, or from any activity, work or thing done, permitted, or suffered by District in or about the City-owned athletic facilities and fields, but, in each case, only to the extent such injury or death or loss of damage to property shall have been occasioned by the negligence or willful misconduct of the District.

9. District shall continue to cooperate the RGSA, RABA and the Ralston American Legion for

cooperative use of Orval Smith and Crown and Wager Fields. RGSA, RABA and the American Legion shall have the right to perform additional maintenance and make additional capital improvements to the fields at their sol option and expense, subject to the approval of the City.

10. In response to the Covid-19 pandemic, the District shall enact policies and procedures to implement all official DHMs, guidelines, and recommendations issued by either the NDHHS , Douglas County Board of Health, or City of Ralston Board of Health which are applicable to the use of the fields or the participation in sporting events by players, coaches, staff, volunteers and spectators, whether employed by or enrolled in the District or not, and enforce such policies and procedures during its use of Crown and Wager Fields and associated City property. The District shall amend such policies and procedures as necessary to remain in compliance with all such DHMs, guidelines or recommendations. This requirement shall apply whether such guidelines or recommendations are enforceable by law or not. The District agrees to indemnify and hold the City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees, to the extent the same arise out of or is in any way connected with Covid-19, novel coronavirus, or related issues and whether occasioned by the District's negligence or not.

CITY RIGHTS AND RESPONSIBILITIES:

1. City will pay all expenses for utilities, i.e. electricity, water and sewer use associated with the use of the fields subject to reimbursement by the District per paragraph A5 above.

2. City will provide its insurance certificate or other proof of (i) liability insurance in an amount of not less than Two Million Dollars and (ii) casualty insurance in an amount of not less than the replacement value of improvements currently located on the field.

3. City will provide parking lot maintenance and snow removal.

4. City shall carefully log and provide an accounting of all of its costs and expenses associated with this Interlocal agreement and provide to the District upon request.

5. City shall regularly clean the parking lots and pick up trash.

6. The City shall make available to the District the restroom facility adjacent to Orval Smith Field and the restroom facility located between Crown and Wager Fields only. Either or both such restrooms shall be made available upon the District's specific request as to dates and times for such access, but the District shall be responsible for unlocking them and locking them again at the conclusion of each requested date and time. The City shall provide the restrooms to the District in a clean condition consistent with the City's prior practices but shall bear no further responsibility for cleaning and disinfecting the restrooms during the District's use. The District agrees to assume full responsibility for maintaining the restrooms during its use in conformance with applicable DHMs, guidelines and recommendations as described in paragraph A above.

B. On **February 1, 2022**, or on such other date as may be agreed by the parties, City and District representatives shall meet to evaluate the efficacy of this agreement and determine whether a continuing or long term agreement for the maintenance, management and scheduling of Orval Smith Field is appropriate.

C. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties hereto,

and their respective heirs, devisees, personal representatives, successors and assigns.

D. Amendments. This Agreement may only be amended or modified in writing signed by all parties to this Agreement.

E. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

F. Execution in Counterparts. This Agreement may be executed on two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

G. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

H. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally.

I. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by the City, or by any third person to create the relationship of partnership or of shared venture or of any association between the parties, other than contractual relationships stated in this Agreement.

J. Assignment. In the case of the assignment of the obligations under this Agreement by any of the parties hereto, prompt written notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other party to this Agreement.

K. Notice. Notices to the respective parties provided for in this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows or hand delivered:

To City of Ralston:
Rosemarie Russell, City Clerk
5500 South 77th Street
Ralston, NE 68127

To Ralston School District No. 54
Mark Adler, Superintendent
8545 Park Drive
Ralston, Nebraska 68127

Signature pages following:

This Agreement is executed by the City of Ralston this 2nd day of March, 2021.

CITY OF RALSTON

By: Donald A. Groesser, Mayor

ATTEST:

Rosemarie Russell, City Clerk

This Agreement is executed by Ralston School District No.54 this _____ day of March, 2021

DOUGLAS COUNTY SCHOOL DISTRICT NO.54

_____

By: Dr. Mark Adler, Its Superintendent