

Agenda

1. Call To Order
Speaker(s): Board President
2. Pledge of Allegiance
Speaker(s): Board President
3. Roll Call - Excuse Board Members not in attendance (Action)
Speaker(s): Board President
4. Board of Education Reorganization (Action)
Speaker(s): Jason Buckingham
5. Public Comment Sign In Procedure
 - 5.1. Public Comment
6. Consent Agenda (Action)
Speaker(s): Board President
7. Board Development and Communication
 - 7.1. Board Members' Update
8. Superintendent's Report
Speaker(s): Superintendent
 - 8.1. District Financial Report
Speaker(s): Aaron Bredenkamp
 - 8.2. Government Relations Update
Speaker(s): Jason Buckingham
 - 8.3. NASB Updates and Information
Speaker(s): Mrs. Elizabeth Kumru
 - 8.4. Enrollment Update
Speaker(s): Anne Harley
 - 8.5. District Bond Project Update
Speaker(s): Jason Buckingham
9. Standards Based School Improvement
 - 9.1. Construction Manager at Risk Contract Approval (Action)
Seymour Elementary, Ralston Middle and Ralston High School Facilities
Improvement Project
Speaker(s): Jason Buckingham
 - 9.2. Seymour Elementary Renovation Guaranteed Maximum Price (GMP) (Action)
Speaker(s): Jason Buckingham
 - 9.3. District Service Providers (Action)
Speaker(s): Jason Buckingham
 - 9.4. Title IX Coordinator Appointment (Action)
Speaker(s): Jason Buckingham
 - 9.5. Calendar approval for the 2024-2025 and 2025-2026 school years (Action)
Speaker(s): Mike Rupprecht

10. Policy Review
11. Pre-Adjournment Information and Activities
 - 11.1. Announcements
 - 11.2. Board of Education Supplemental Meeting Information
 - 11.3. Future Board Calendar
12. Executive Session Disclosure

Speaker(s): Jason Buckingham

 - 12.1. Executive Session (Action)
13. 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

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.

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: _____

From: **Alyssa Agoncillo** <alyssa.agoncillo@ralstonschools.org>

Date: Tue, Dec 12, 2023 at 3:38 PM

Subject: Resignation Letter

Good evening,

I regret to share that I will not be renewing my contract with Ralston Public Schools for the 2024-25 school year. Due to my husband's contract through the U.S. navy, we will be relocating to Norfolk, Virginia at the conclusion of this school year.

It has been an honor to teach in this great district and I value the time and professional development that that helped me be the teacher I am today.

Sincerely,

Alyssa Agoncillo

Jaquelynn Maddox
jaquelynnmaddox@gmail.com
(402) 659-9730
18th December 2023

Ryan Pivonka
Ralston High School
8969 Park Dr
Ralston, NE 68127

Dear Ryan Pivonka and Ralston Public Schools,

I am writing to formally resign from my position as FCS Teacher at Ralston High School, effective at the end of the current school year on May 24th, 2024. This decision has not been easy, and I submit this letter with a heavy heart.

Due to personal reasons, I need to take this step at this time. I have thoroughly enjoyed my time at Ralston High School and am grateful for the opportunities for personal and professional development that you and the entire school community have provided me. The experiences and memories I have gained during my time here will always hold a special place in my heart.

I want to express my appreciation for the support and camaraderie of my colleagues, the administration's dedication, and the students' enthusiasm. I am confident that Ralston High School will continue to thrive and maintain its commitment to excellence under your leadership.

To ensure a smooth transition, I am committed to fulfilling my responsibilities until the last day of the school year. I am grateful for the opportunities I have had here, and I am confident that the skills and experiences gained at Ralston High School will continue to shape my career in the future. I am appreciative of your understanding and support during this challenging time for me personally.

Sincerely,

Jaquelynn Maddox



12/20/23

Dr. Rupprecht,

Please accept this as my formal resignation from Ralston Public Schools. My final day will be Friday, May 24th. I am grateful for all of the support during my time at the Ralston Middle School and deeply appreciate all of the valuable experiences I have gained.

Thank you for everything,

Tim Reischl

To: Mr. Jason Buckingham
Mr. Andy Parizek
Ralston Public Schools Board of Education
From: Lynn Behounek
Date: December 20, 2023
Re: Contract resignation, Voluntary Separation, and Retirement

Please accept this letter as my resignation from Ralston Public Schools at the end of the 2023-2024 school year. Over the the last 30 years, I have had the pleasure of working as a classroom teacher, elementary media specialist and the last 10 years as the middle school media specialist. I have worked with the best educators and administration in the state of Nebraska. I thank you for this opportunity and will greatly miss it all.

My retirement comes in light of my family moving to Las Vegas, Nevada for my husband to take a new job. This new adventure will definitely be a learning experience, but we are looking forward to it.

Thank you again for allowing me to grow as an individual, raise a family and make lifelong friends while serving the community of Ralston.

Sincerely,

Lynn Behounek

December 20, 2023

Ralston Public Schools
8545 Park Drive
Ralston, NE 68127-3690

Dear Jason Buckingham,

Please accept this letter as my formal resignation from Ralston Public Schools effective at the end of my current contract. I have loved working at Ralston High School the past thirty years and appreciate all of the opportunities I have had during my tenure here. I leave with only good memories and believe that Ralston is the best school to work for in the metro. I am simply ready for new challenges. I wish you and all of Ralston schools the very best going forward.

Sincerely,



Deanna Johansen

To: Mr. Jason Buckingham
Mr. Casey Knight
Mrs. Missy Stolley
Ralston Public Schools Board of Education

From: Jodi Krauss
Date: January 5th, 2024
Re: Contract resignation/Voluntary Separation and Retirement

Please accept this letter as my formal resignation from Ralston Public Schools at the end of the 2023-2024 school year. I am choosing to retire from Ralston at this time and explore new opportunities and challenges. As a special education teacher, I have had the pleasure of working with amazing educators over the last 25 years and am truly grateful for the opportunities and experiences Ralston has given me. I thank you for this opportunity and will leave with good memories and life-long friendships. I wish all of Ralston schools the very best.

Sincerely,

Jodi Krauss

Shawna Mayer Letter of Resignation
2110 South 105th St., Omaha, NE 68124

January 8, 2024

To: Dr. Buckingham, Dr. Rupprecht, & Dr. Bredenkamp

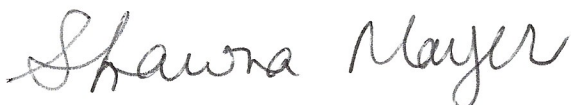
I have worked for the Ralston School District for the last 26 years in a variety of leadership, administrative, coaching, and mentoring positions. I have been a committed and loyal employee, passionately promoting this District to others. I have developed and maintained many of the programs we currently utilize such as the new teacher induction program, our District mentoring program, the TeamMates Mentoring Program, and the Educators Health Alliance Program. I've also participated in numerous committees and teams where I enhanced and selected curriculum and created assessments. I am grateful I got to serve as a CADRE Associate developing numerous, highly effective teachers through the CADRE Project who are top notch teachers and leaders in our District today. Overall, I am very proud of my career with the Ralston School District.

I was disappointed and surprised to learn that the District has chosen to eliminate my current position. You advised me that my only options are to return to the classroom to teach a fourth or sixth grade class. Both options are unacceptable and would be a downgrade from my current position. Quite clearly, a return to classroom teaching is not comparable to the job duties I have performed in an exemplary manner for the last 21 years.

This ultimatum forces me out of the District. I have always felt valued and respected in my work with the District up until now. I only have 5 years left before I can officially retire. This is not the way I envisioned the end of my career in Ralston. Now I will have to complete my career in another school district. That fact doesn't sit well after I poured my heart and soul into Ralston.

You requested a formal letter of resignation in addition to my signed Voluntary Separation Program Enrollment Form. This letter serves as my resignation effective at the end of this school year in May 2024.

Sincerely,



Shawna Mayer

**Ralston Public Schools
Board of Education Regular Meeting**

Monday, December 11, 2023

Ralston Public Schools Board of Education met in open, public session on December 11, 2023. The meeting took place in the Art Room at Wildewood Elementary School, 8071 Ralston Ave, Ralston, NE. The District provided advance notice by publication in The Omaha Daily Record and on the District's website, www.ralstonschools.org.

Call to Order

Board President, Mrs. Robin Richards, called the meeting to order at 6:00 pm.

Roll Call

The Board voted to excuse Mrs. Carrie Hough. In addition to the Board members, those in attendance included Mr. Jason Buckingham, Dr. Aaron Bredenkamp, Dr. Anne Harley, Dr. Mike Rupprecht, Mr. Jim Frederick, and Mrs. Marci Carroll. Motion to excuse Mrs. Hough was made by Mrs. Liz Kumru and seconded by Mrs. Samantha Willey.

Mrs. Richards:	Yes
Mrs. Kumru:	Yes
Mrs. Krause:	Yes
Mrs. Willey:	Yes
Ms. Roarty:	Yes

Consent Agenda

Consent agenda items included minutes from the November 27th meeting; November Financial Report, November bills in the amount of \$506,809.71 for the General Fund, and \$2,674,631.35 for the Special Building Fund.

Prior to the meeting Mrs. Robin Richards and Mrs. Katie Krause reviewed the bills. Local substitute certificate for Olivia Ayala-Davis. Resignation from Kimberly Halstead at the conclusion of the 2023-2024 school year. Motion to approve the consent agenda was made by Mrs. Liz Kumru and seconded by Ms. Mary Roarty.

Mrs. Richards:	Yes
Mrs. Kumru:	Yes
Ms. Roarty:	Yes
Mrs. Willey:	Yes
Mrs. Krause:	Yes

BOARD DEVELOPMENT AND COMMUNICATION

Board Comments

Mrs. Hough, Ms. Roarty, Mrs. Kumru, and Mrs. Richards enjoyed the recent Ralston Area Chamber of Commerce Awards Banquet. They each stated how wonderful it was to see the accomplishments of the Ralston High School seniors who were presented with scholarships by the Chamber.

Board members also congratulated the three students who received The Nebraska Department of Education and the Nebraska International Language Association Seals of Biliteracy Awards.

Congratulations were also shared with the Blumfield Elementary students who won the Nebraska Department of Transportation Snowplow Naming Contest.

District Audit Report

A representative from the accounting firm, Dana F. Cole, engaged in a Zoom presentation with the Board regarding the recent District audit. He stated Ralston Public Schools complied in all respects with the requirements of the audit.

Building Projects Update

Mr. Buckingham provided an update on the Future Ready Ralston Bond Initiative. Highlights included:

- **Mockingbird**
 - Insulation work continuing
 - Framing on main office and 1st floor of the academic wing nearing completion.
 - Electrical inspections in the academic section
 - Boiler installation to begin.
 - Storm sewer is connected and operational.
 - HVAC main trunks are being run.
 - Exterior windows are mostly installed.
 - Roof top units may be up for initial startup within the month.
 - Retention pond and stormwater runoff is near completion.
 - Utility stub-ins have been extended to the building

- **Wildewood**
 - Move in complete.
 - Punch list work is ongoing.
 - Flooring is nearing completion with waxing and some closets to be completed

- **Blumfield**
 - Move is in progress.
 - Job trailer is onsite.
 - Asbestos work has started

- **Seymour**
 - Bid work is ongoing,
 - Mapping out timeline for project work this summer.

- **RHS**
 - BA/SB field turf install is complete,
 - Punchlist work, including railing and electrical is ongoing.

District Financial Report

Dr. Aaron Bredenkamp provided an overview of the financial report for the month of November.

Government Relations

Mr. Joe Kohout provided the Board with an update to the start of the upcoming legislative session. He briefly reported on the first batch of bills announced by state senators. The legislative session begins on January 3rd.

NASB Update

Mrs. Kumru encouraged her fellow Board members to attend the Legislative Issues Conference in Lincoln on January 21 and 22nd.

Enrollment Update

Enrollment has remained steady, and we are up 14 students compared to the same week last year.

Attendance Data Update

Mr. Buckingham was happy to report our efforts on improving attendance is showing significant results. Our chronic absenteeism rate is down, and average daily attendance has improved in seven of our eight buildings. Mr. Buckingham appreciates the parents' willingness to partner with RPS on improving attendance and ultimately increasing student achievement.

STANDARDS BASED SCHOOL IMPROVEMENT

Policy 5014

Ms. Mary Roarty motioned to approve the revised version of Policy 5014 per the discussion on November 27th. The motion was seconded by Mrs. Katie Krause.

Mrs. Krause: Yes
 Mrs. Richards: Yes
 Mrs. Willey: Yes
 Ms. Roarty: Yes
 Mrs. Kumru: Yes

Move of April 8th BOE meeting to April 10th Due to Lack of Quorum

Mrs. Liz Kumru motioned to move the scheduled BOE meeting from April 8, 2024, to April 10, 2024. Mrs. Katie Krause seconded the motion.

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

Mrs. Richards: Yes
Mrs. Krause: Yes

Calendar Approval for the 2024-2025 and 2025-2026 School Years

Ms. Mary Roarty motioned to approve the school calendars for 2024-2025 and 2025-2026. The motion was seconded by Mrs. Liz Kumru.

Mrs. Kumru: Yes
Mrs. Willey: Yes
Mrs. Richards: Yes
Mrs. Krause: Yes
Ms. Roarty: Yes

Superintendent Evaluation

Mrs. Katie Krause motioned to approve the Superintendent Evaluation as presented. The motion was seconded by Mrs. Liz Kumru.

Mrs. Willey: Yes
Mrs. Richards: Yes
Mrs. Krause: Yes
Ms. Roarty: Yes
Mrs. Kumru: Yes

Policy Review

The following policies were reviewed:

5008 – Pregnant or Parenting Students
3040 – School Safety and Security
3049 – Drones and Unmanned Aircraft
5037 – Student Internet and Computer Access

Executive Session

The Board voted to move into executive session at 7:28 pm to discuss legal matters and negotiations. The motion was made by Mrs. Liz Kumru and seconded by Mrs. Katie Krause.

Ms. Roarty: Yes
Mrs. Kumru: Yes
Mrs. Richards: Yes
Mrs. Willey: Yes
Mrs. Krause: Yes

The Board voted to end their executive session at 7:47 pm. Motion was made by Mrs. Liz Kumru and seconded by Mrs. Samantha Willey.

Mrs. Richards: Yes
Ms. Roarty: Yes
Mrs. Kumru: Yes

Mrs. Willey: Yes
Mrs. Krause: Yes

Adjournment

The Board voted to adjourn the meeting at 7:48 pm with a motion by Mrs. Liz Kumru and seconded by Mrs. Samantha Willey.

Mrs. Kumru: Yes
Mrs. Willey: Yes
Mrs. Richards: Yes
Mrs. Krause: Yes
Ms. Roarty: Yes

The next regular meeting is scheduled for January 8, 2024, at 6:00 pm.

Mrs. Robin Richards, President

Mrs. Samantha Willey, Secretary

EFINANCE - POWERSCHOOL
 DATE: 01/11/2024
 TIME: 15:44:50

RALSTON PUBLIC SCHOOLS
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact_ck_date='20240108'
 ACCOUNTING PERIOD: 5/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO.	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	DESCRIPTION	SALES TAX	AMOUNT	
9001	130676	01/08/24	7687	360 COMMUNITY SERVI	0136020120000	20569	RPS STUDENT SERVICE	0.00	4,245.15	
9001	130676	V 01/08/24	7687	360 COMMUNITY SERVI	0136020120000	20569	RPS STUDENT SERVICE	0.00	-4,245.15	
TOTAL CHECK									0.00	0.00
9001	130677	01/08/24	4348	AQUA-CHEM INC	0136020262000	20610	RPS MAINTENANCE RHS	0.00	1,485.80	
9001	130678	01/08/24	7502	ASCEND STAFFING	0136020261000	20340	RHS CUSTODIAN PERRY	0.00	684.58	
9001	130678	01/08/24	7502	ASCEND STAFFING	0136020261000	20340	RHS CUSTODIAN PERRY	0.00	855.73	
9001	130678	01/08/24	7502	ASCEND STAFFING	0136020261000	20340	RHS CUSTODIAN PERRY	0.00	855.73	
9001	130678	01/08/24	7502	ASCEND STAFFING	0136020261000	20340	RHS CUSTODIAN PERRY	0.00	342.29	
TOTAL CHECK									0.00	2,738.33
9001	130679	01/08/24	5319	BARTON SOLVENT, INC	0136020262000	20430	RPS MAINTENANCE RHS	0.00	4,468.82	
9001	130680	01/08/24	5583	BAUER BUILT, INC	0180020271200	20430	RPS TRANSPORTATION	0.00	352.38	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS WILDEWOOD	0.00	305.41	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS HIGH SCHOOL	0.00	650.68	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MIDDLE SCHOOL	0.00	223.82	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS ADMIN/CO/VMAC	0.00	812.59	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS SUPPLY DELIVERY	0.00	9.95	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS KAREN WESTERN	0.00	58.34	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MEADOWS	0.00	79.01	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS SEYMOUR	0.00	84.43	
9001	130681	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MOCKINGBIRD	0.00	104.38	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS SUPPLY DELIVERY	0.00	-9.95	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS KAREN WESTERN	0.00	-58.34	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MEADOWS	0.00	-79.01	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS SEYMOUR	0.00	-84.43	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MOCKINGBIRD	0.00	-104.38	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MIDDLE SCHOOL	0.00	-223.82	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS WILDEWOOD	0.00	-305.41	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS HIGH SCHOOL	0.00	-650.68	
9001	130681	V 01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS ADMIN/CO/VMAC	0.00	-812.59	
TOTAL CHECK									0.00	0.00
9001	130682	01/08/24	6660	BOUND TO STAY BOUND	0116720222000	20640	MOCKINGBIRD MB24002	0.00	15.89	
9001	130683	01/08/24	7700	BRIGHT FUTURE CONSU	0180020232000	20810	RPS ADMN COACHING	0.00	550.00	
9001	130684	01/08/24	7788	BRITTNEY CURTIS	0180020271000	20510	REIMBUR11/28-12/22/	0.00	228.51	
9001	130685	01/08/24	2997	BURKE HIGH	0136020110093	20610	RALSTON HIGH HS2402	0.00	600.00	
9001	130686	01/08/24	5404	CENTRAL SALES	0136020262000	20430	RPS MAINTENANCE RHS	0.00	299.30	
9001	130687	01/08/24	7766	CITY WIDE FACILITY	0126020261000	20340	RPS MAINTENANCE RMS	0.00	-3,290.48	
9001	130687	01/08/24	7766	CITY WIDE FACILITY	0126020261000	20340	RPS MAINTENANCE RMS	0.00	7,500.00	
TOTAL CHECK									0.00	4,209.52
9001	130688	01/08/24	636	CONTROL MASTERS INC	0136020262000	20430	RPS MAINTENANCE RHS	0.00	707.50	

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	130689	01/08/24	4037	COX BUSINESS	0180020258000	20382	RPS JANUARY 1, 2024	0.00	3,329.38
9001	130689	01/08/24	4037	COX BUSINESS	0180020258000	20382	RPS JANUARY 1, 2024	0.00	8,796.81
TOTAL CHECK									12,126.19
9001	130690	01/08/24	1476	D & D LASER, INC	0116720110000	20610	MOCKINGBIRD MB24003	0.00	116.95
9001	130691	01/08/24	1729	DIETZE MUSIC	0136020110094	20610	RALSTON HIGH HS2402	0.00	21.75
9001	130692	01/08/24	6224	THE DAILY RECORD	0180020232000	20540	RPS ADMIN/BOE LEGAL	0.00	22.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0116320129100	20330	RPS BLUM DIDIER	0.00	25.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0180020120000	20330	RPS STUDENT SERVICE	0.00	25.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0116320120000	20330	RPS STUDENT SERVICE	0.00	50.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0126020353500	20610	RPS HAL REDEMSKE	0.00	180.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0116320120000	20330	RPS BLUM DONOVAN	0.00	150.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0136020218100	20320	RPS STUDENT SERVICE	0.00	2,080.84
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0116720120000	20569	RPS STUDENT SERVICE	0.00	5,320.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0116420120000	20569	RPS STUDENT SERVICE	0.00	6,935.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0116320214100	20320	RPS STUDENT SERVICE	0.00	8,570.38
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0116320120000	20569	RPS STUDENT SERVICE	0.00	13,870.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0136020120000	20569	RPS STUDENT SERVICE	0.00	27,740.00
9001	130693	01/08/24	5993	ESU #3/METRO REGION	0126020353500	20610	RPS HAL REDEMSKE	0.00	360.00
TOTAL CHECK									65,306.22
9001	130694	01/08/24	6238	EXPLORE LEARNING, L	0116820110000	20610	RPS SEYMOUR SE24002	0.00	1,647.50
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	355.22
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	356.38
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	322.56
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	334.06
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	344.88
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	390.22
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	405.96
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	901.91
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	1,167.14
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	1,263.21
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20510	RPS TRANSPORTATION	0.00	55,140.86
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	219.90
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	237.98
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	237.98
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	237.98
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	237.98
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	250.00
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	277.22
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	285.34
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	288.72
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	305.64
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	424.04
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	429.46
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	437.58
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	440.96
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	449.94

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9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	457.88
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	457.88
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	474.79
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	480.20
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	483.59
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	491.71
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	500.50
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	509.97
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	531.13
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	560.94
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	629.09
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	650.34
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	654.27
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	717.01
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	718.37
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	765.62
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	778.09
9001	130697	01/08/24	4272	FIRST STUDENT	0180020271000	20340	RPS TRANSPORTATION	0.00	202.98
TOTAL CHECK									75,807.48
9001	130698	01/08/24	272	FOLLETT SCHOOL SOLU	0116420222000	20640	KARENWESTERN KW2400	0.00	38.21
9001	130698	01/08/24	272	FOLLETT SCHOOL SOLU	0116720222000	20640	MOCKINGBIRD MB24003	0.00	57.08
9001	130698	01/08/24	272	FOLLETT SCHOOL SOLU	0116720222000	20640	MOCKINGBIRD MB24003	0.00	18.26
9001	130698	01/08/24	272	FOLLETT SCHOOL SOLU	0126020222000	20640	RALSTONMIDDLEMS2401	0.00	254.65
TOTAL CHECK									368.20
9001	130699	01/08/24	3058	GENERAL FIRE AND SA	0136020262000	20352	RPS MAINTENANCE RHS	0.00	354.40
9001	130699	01/08/24	3058	GENERAL FIRE AND SA	0126020262000	20352	RPS MAINTENANCE RMS	0.00	252.00
9001	130699	01/08/24	3058	GENERAL FIRE AND SA	0116720262000	20352	RPS MAINTENANCE MO	0.00	161.00
9001	130699	01/08/24	3058	GENERAL FIRE AND SA	0116820262000	20352	RPS MAINTENANCE SEY	0.00	210.00
TOTAL CHECK									977.40
9001	130700	01/08/24	344	GOODWIN TUCKER GROU	0116620262000	20430	RPS MAINTENANCE MEA	0.00	105.00
9001	130701	01/08/24	5051	GRAINGER	0136020262000	20430	RPS MAINTENANCE RHS	0.00	314.65
9001	130702	01/08/24	367	GRAYBAR	0136020262000	20430	RPS MAINTENANCE RHS	0.00	111.62
9001	130703	01/08/24	7392	GREATPLAINS CONTRAC	0136020262000	20352	RPS MAINTENANCE RHS	0.00	203.75
9001	130703	01/08/24	7392	GREATPLAINS CONTRAC	0180020262000	20352	RPS MAINTENANCE ADM	0.00	108.75
9001	130703	01/08/24	7392	GREATPLAINS CONTRAC	0136020262000	20352	RPS MAINTENANCE RHS	0.00	413.75
TOTAL CHECK									726.25
9001	130704	01/08/24	4752	HEARTLAND FAMILY SE	0116720120000	20569	RPS STUDENT SERVICE	0.00	4,020.00
9001	130704	01/08/24	4752	HEARTLAND FAMILY SE	0116720120000	20569	RPS STUDENT SERVICE	0.00	4,355.00
TOTAL CHECK									8,375.00
9001	130705	01/08/24	1474	HEARTLAND FOUNDATIO	0116720120000	20569	RPS STUDENT SERVICE	0.00	3,520.00
9001	130705	01/08/24	1474	HEARTLAND FOUNDATIO	0126020120000	20569	RPS STUDENT SERVICE	0.00	3,520.00
TOTAL CHECK									7,040.00
9001	130706	01/08/24	4528	HEARTLAND ROOFING C	0116420262000	20430	RPS MAINTENANCE KW	0.00	875.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	RENOWN VACUUM BAG F	0.00	6.29
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	NABC NARC 1 GALLON	0.00	18.83
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	RENOWN TOILET MOP B	0.00	1.98
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	REJUVENATE 128 OZ.	0.00	44.26
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0136020261000	20610	Sanl Sacks	0.00	111.19
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0136020261000	20610	RENOWN VACUUM BAG F	0.00	26.81
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0136020261000	20610	RENOWN 1 LB. ODOR A	0.00	46.74
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0136020261000	20610	SPARTAN HDQ NEUTRAL	0.00	68.19
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	WIN2003CS Versamati	0.00	10.88
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	SPITFIRE 32 OZ. POW	0.00	47.92
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116420261000	20610	28 OZ. 16 IN. X 19	0.00	8.05
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116420261000	20610	RENOWN 16 IN. X 16	0.00	8.87
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116420261000	20610	3M NIAGARA 20 IN. N	0.00	10.08
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	RPS CUSTODIAL RMS	0.00	19.78
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0136020261000	20610	RPS CUSTODIAL RHS	0.00	33.00
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	RPS CUSTODIAL MEAD	0.00	48.23
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0136020261000	20610	RPS CUSTODIAL RHS	0.00	3.95
9001	130707	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	RPS CUSTODIAL MEAD	0.00	279.39
TOTAL CHECK									794.44
9001	130708	01/08/24	459	HONEYMAN RENT-ALL	0136020262000	20430	RPS MAINTENANCE RHS	0.00	361.34
9001	130709	01/08/24	2715	HY-VEE GAS	0180020262000	20626	RPS MAINTENANCE	0.00	1,624.30
9001	130709	01/08/24	2715	HY-VEE GAS	0180020271000	20510	RPS TRANSPORTATION	0.00	1,039.34
9001	130709	01/08/24	2715	HY-VEE GAS	0180020271200	20626	RPS TRANSPORTATION	0.00	3,597.03
9001	130709	01/08/24	2715	HY-VEE GAS	0136020120000	20610	RPS STUDENT SERVICE	0.00	245.93
9001	130709	01/08/24	2715	HY-VEE GAS	0126020110060	20630	RPS MIDDLE SCHOOL	0.00	248.04
9001	130709	01/08/24	2715	HY-VEE GAS	0136020110060	20610	RPS HIGH SCHOOL	0.00	828.62
9001	130709	01/08/24	2715	HY-VEE GAS	0116320110000	20610	RPS BLUMFIELD	0.00	5.00
9001	130709	01/08/24	2715	HY-VEE GAS	0116320120000	20610	RPS BLUMFIELD	0.00	8.58
9001	130709	01/08/24	2715	HY-VEE GAS	0136020120000	20610	RPS HIGH SCHOOL	0.00	8.99
9001	130709	01/08/24	2715	HY-VEE GAS	0136020110060	20610	RPS HIGH SCHOOL	0.00	119.64
9001	130709	01/08/24	2715	HY-VEE GAS	0116820120000	20610	RPS STUDENT SERVICE	0.00	136.25
9001	130709	01/08/24	2715	HY-VEE GAS	0180020271000	20626	RPS TRANSPORTATION	0.00	207.99
9001	130709	01/08/24	2715	HY-VEE GAS	0136020110060	20610	RPS HIGH SCHOOL	0.00	209.38
9001	130709	01/08/24	2715	HY-VEE GAS	0136020110082	20610	RPS HIGH SCHOOL	0.00	23.45
9001	130709	01/08/24	2715	HY-VEE GAS	0136020110060	20610	RPS HIGH SCHOOL	0.00	109.12
TOTAL CHECK									8,411.66
9001	130714	01/08/24	7658	FLOCELIA KINNEY	0180020271200	20332	REIMBURS12/1-21/202	0.00	159.30
9001	130714	01/08/24	7658	FLOCELIA KINNEY	0180020271200	20332	REIMBURSE11/1-30/20	0.00	189.16
TOTAL CHECK									348.46
9001	130715	01/08/24	2286	INFOSAFE SHREDDING	0180020232000	20320	RPS ADMN/CO/VMAC	0.00	39.00
9001	130716	01/08/24	515	J & J SMALL ENGINE	0180020262000	20610	RPS MAINTENANCE ADM.	0.00	57.90
9001	130717	01/08/24	1011	J W PEPPER & SON, I	0136020110094	20610	RALSTON HIGH HS2402	0.00	87.99
9001	130717	01/08/24	1011	J W PEPPER & SON, I	0136020110093	20610	RALSTON HIGH HS2402	0.00	100.50
TOTAL CHECK									188.49

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
9001	130718	01/08/24	3576	JENNIFER LUDES	0180020258000	20333	REIMBUR11/20-12/19/	0.00	68.51
9001	130719	01/08/24	556	JOHNSON HARDWARE	0136020262000	20430	RPS MAINTENANCE RHS	0.00	579.04
9001	130719	01/08/24	556	JOHNSON HARDWARE	0180020261000	20610	RPS MAINTENANCE ADM	0.00	88.32
TOTAL CHECK									667.36
9001	130720	01/08/24	565	JOHNSTONE SUPPLY CO	0180020262000	20610	RPS MAINTENANCE ADM	0.00	167.44
9001	130720	01/08/24	565	JOHNSTONE SUPPLY CO	0180020262000	20430	RPS MAINTENANCE ADM	0.00	8.35
TOTAL CHECK									175.79
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116820129100	20320	RPS STUDENT SERVICE	0.00	140.00
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116820129200	20320	RPS STUDENT SERVICE	0.00	157.50
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116920129200	20320	RPS STUDENT SERVICE	0.00	235.75
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116920129100	20320	RPS STUDENT SERVICE	0.00	262.50
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116420129200	20320	RPS STUDENT SERVICE	0.00	325.00
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0126020120000	20320	RPS STUDENT SERVICE	0.00	334.34
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116620129100	20320	RPS STUDENT SERVICE	0.00	592.00
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116620120000	20320	RPS STUDENT SERVICE	0.00	634.38
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116720129100	20320	RPS STUDENT SERVICE	0.00	661.00
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116620129200	20320	RPS STUDENT SERVICE	0.00	968.75
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116420129100	20320	RPS STUDENT SERVICE	0.00	968.75
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116320129200	20320	RPS STUDENT SERVICE	0.00	995.25
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116420120000	20320	RPS STUDENT SERVICE	0.00	1,106.88
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116820120000	20320	RPS STUDENT SERVICE	0.00	1,551.88
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116920120000	20320	RPS STUDENT SERVICE	0.00	511.88
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116720120000	20320	RPS STUDENT SERVICE	0.00	424.38
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116320120000	20320	RPS STUDENT SERVICE	0.00	4,681.88
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116320129100	20320	RPS STUDENT SERVICE	0.00	3,700.25
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0136020120000	20320	RPS STUDENT SERVICE	0.00	826.88
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	0116720129200	20320	RPS STUDENT SERVICE	0.00	891.25
TOTAL CHECK									19,970.50
9001	130722	01/08/24	4452	KISSEL, KOHOUT, ES AS	0180020231000	20810	RPS LEGISLATIVESERV	0.00	3,927.75
9001	130723	01/08/24	6717	KNOCK OUT PRINT & D	0136020110000	20610	RALSTON HIGH HS2402	0.00	472.00
9001	130724	01/08/24	6278	KOLEY JESSEN P.C.,	0180020231000	20810	RPS GENERAL MATTERS	0.00	210.00
9001	130724	01/08/24	6278	KOLEY JESSEN P.C.,	0180020231000	20810	RPS OPPD PILOT MATT	0.00	14,529.50
TOTAL CHECK									14,739.50
9001	130725	01/08/24	6993	LANGUAGE LINE SERVI	0136020115000	20320	RPS ELL/HIGH SCHOOL	0.00	63.35
9001	130725	01/08/24	6993	LANGUAGE LINE SERVI	0116720115000	20320	RPS ELL/MOCKINGBIRD	0.00	22.42
TOTAL CHECK									85.77
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116720261000	20610	SOAP HAND FOAM FOAM	0.00	132.37
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116720261000	20610	TOWEL ROLL BROWN 8"	0.00	379.07
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116720261000	20610	TISSUE 2 PLY 4.5X3.	0.00	159.30
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116720261000	20610	DEGREASER ORANGE WO	0.00	39.83
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	DISINFECTANT CLEANE	0.00	110.10
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	SOAP HAND FOAM FOAM	0.00	132.13
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	BOWL CLEANER MR. BL	0.00	75.68
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	CLEANER STAINLESS S	0.00	63.06

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	TISSUE 2 PLY 4.5X3.	0.00	318.02
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	TOWEL ROLL BROWN 8"	0.00	504.51
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	LINER 43X48 16 MIC	0.00	415.92
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	LINER 24X33 6 MIC C	0.00	298.70
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0136020261000	20610	DEGREASER ORANGE WO	0.00	79.52
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	PAD SCOURING MED DU	0.00	28.66
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	TOWEL ROLL BROWN 8"	0.00	205.81
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	LINER WAXED SANITAR	0.00	201.40
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	DEGREASER ORANGE WO	0.00	38.93
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	TISSUE 2 PLY 4.5X3.	0.00	51.89
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	SOAP HAND FOAM FOAM	0.00	132.77
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	CLEANER GLASS KLEER	0.00	38.99
9001	130726	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	LINER WAXED SANITAR	0.00	172.25
TOTAL CHECK									3,578.91
9001	130727	01/08/24	6111	LARSON SPEECH & LAN	0116620641200	20320	RPS STUDENT SERVICE	0.00	515.97
9001	130727	01/08/24	6111	LARSON SPEECH & LAN	0116320641200	20320	RPS STUDENT SERVICE	0.00	476.28
9001	130727	01/08/24	6111	LARSON SPEECH & LAN	0116820641200	20320	RPS STUDENT SERVICE	0.00	476.28
9001	130727	01/08/24	6111	LARSON SPEECH & LAN	0116920641200	20320	RPS STUDENT SERVICE	0.00	476.28
9001	130727	01/08/24	6111	LARSON SPEECH & LAN	0116720641200	20320	RPS STUDENT SERVICE	0.00	714.42
9001	130727	01/08/24	6111	LARSON SPEECH & LAN	0126020641200	20320	RPS STUDENT SERVICE	0.00	952.56
9001	130727	01/08/24	6111	LARSON SPEECH & LAN	0116420641200	20320	RPS STUDENT SERVICE	0.00	357.21
TOTAL CHECK									3,969.00
9001	130728	01/08/24	7836	LINCOLN NORTHEAST	0136020110093	20610	RALSTON HIGH HS2402	0.00	400.00
9001	130729	01/08/24	7839	TAMMIE LARSEN	0180020271000	20430	RPS/TRANSP.RESMAILB	0.00	50.17
9001	130733	01/08/24	5314	MADISON NATIONAL LI	01	9409	RPS JANUARY 2024 PR	0.00	11,054.02
9001	130734	01/08/24	5069	MALLOY ELECTRIC	0136020262000	20430	RPS MAINTENANCE RHS	0.00	282.52
9001	130735	01/08/24	4884	MATHESON TRI-GAS, I	0180020262000	20610	RPS MAINTENANCE ADM	0.00	129.79
9001	130736	01/08/24	7829	MAXABILITY THERAPY	0116720215100	20320	RPS STUDENT SERVICE	0.00	10,561.25
9001	130737	01/08/24	6400	MAXIM HEALTHCARE SE	0136020120000	20320	RPS STUDENT SERVICE	0.00	7,667.40
9001	130738	01/08/24	5926	MENARDS	0116420262000	20430	RPS MAINTENANCE KW	0.00	75.60
9001	130738	01/08/24	5926	MENARDS	0116920261000	20610	RPS MAINTENANCE WW	0.00	113.02
9001	130738	01/08/24	5926	MENARDS	0136020699000	20731	RALSTON HIGH HS2401	0.00	430.92
9001	130738	01/08/24	5926	MENARDS	0180020262000	20430	RPS MAINTENANCE ADM	0.00	10.99
9001	130738	01/08/24	5926	MENARDS	0116920262000	20430	RPS MAINTENANCE WW	0.00	14.07
9001	130738	01/08/24	5926	MENARDS	0116620262000	20430	RPS MAINTENANCE MEA	0.00	25.83
9001	130738	01/08/24	5926	MENARDS	0180020262000	20610	RPS MAINTENANCE ADM	0.00	28.94
9001	130738	01/08/24	5926	MENARDS	0116720262000	20610	RPS MAINTENANCE MOC	0.00	41.37
9001	130738	01/08/24	5926	MENARDS	0126020110080	20610	RALSTONMIDDLE IT/CA	0.00	42.92
9001	130738	01/08/24	5926	MENARDS	0126020262000	20430	RPS MAINTENANCE RMS	0.00	52.44
9001	130738	01/08/24	5926	MENARDS	0136020262000	20430	RPS MAINTENANCE RHS	0.00	67.96
9001	130738	01/08/24	5926	MENARDS	0180020262000	20610	RPS MAINTENANCE ADM	0.00	89.60
9001	130738	01/08/24	5926	MENARDS	0116720262000	20430	RPS MAINTENANCE MOC	0.00	6.19
TOTAL CHECK									999.85

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
9001	130739	01/08/24	827	METAL DOORS & HARDW	0116620262000	20610	RPS MAINTENANCE MEA	0.00	168.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8969 PARK DRIVE	0.00	195.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116420261000	20629	RPS 6240 H STREET	0.00	130.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8901 PARK DRIVE	0.00	392.80
9001	130741	01/08/24	834	METRO UTILITIES DIS	0126020261000	20621	RPS 8202 LAKEVIEW S	0.00	411.20
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116820261000	20621	RPS 7900 SEYMOUR ST	0.00	424.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116420261000	20621	RPS 6240 H STREET	0.00	520.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116620261000	20629	RPS 9205 BERRY STRE	0.00	522.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8969 PARK DRIVE	0.00	780.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116320261000	20629	RPS 10310 MOCKINGBI	0.00	861.80
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116720261000	20629	RPS 5100 SOUTH 93RD	0.00	289.20
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116420261000	20621	RPS 6240 H STREET	0.00	321.60
9001	130741	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8801 PARK DRIVE	0.00	328.80
9001	130741	01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8901 PARK DRIVE	0.00	332.80
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116920261000	20621	RPS 8023 RALSTON AV	0.00	334.40
9001	130741	01/08/24	834	METRO UTILITIES DIS	0180020261000	20621	RPS 8545 PARK DRIVE	0.00	260.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0180020261000	20621	RPS 8545 PARK DRIVE	0.00	274.08
9001	130741	01/08/24	834	METRO UTILITIES DIS	0126020261000	20629	RPS 8202 LAKEVIEW S	0.00	360.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116720261000	20621	RPS 5100 SOUTH 93RD	0.00	1,156.80
9001	130741	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8901 PARK DRIVE	0.00	1,331.20
9001	130741	01/08/24	834	METRO UTILITIES DIS	0126020261000	20621	RPS 8202 LAKEVIEW S	0.00	1,440.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116620261000	20621	RPS 9205 BERRY STRE	0.00	2,088.00
9001	130741	01/08/24	834	METRO UTILITIES DIS	0116320261000	20621	RPS 10310 MOCKINGBI	0.00	3,447.20
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8969 PARK DRIVE	0.00	-24.80
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0180020261000	20629	RPS 8545 PARK DRIVE	0.00	-65.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0180020261000	20629	RPS 8545 PARK DRIVE	0.00	-68.52
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116420261000	20629	RPS 6240 H STREET	0.00	-80.40
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8801 PARK DRIVE	0.00	-82.20
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116920261000	20629	RPS 8023 RALSTON AV	0.00	-83.60
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8901 PARK DRIVE	0.00	-98.20
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8969 PARK DRIVE	0.00	-99.20
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0126020261000	20629	RPS 8202 LAKEVIEW S	0.00	-102.80
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116820261000	20629	RPS 7900 SEYMOUR ST	0.00	-106.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116420261000	20629	RPS 6240 H STREET	0.00	-130.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8969 PARK DRIVE	0.00	-195.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0180020261000	20621	RPS 8545 PARK DRIVE	0.00	-260.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0180020261000	20621	RPS 8545 PARK DRIVE	0.00	-274.08
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116720261000	20629	RPS 5100 SOUTH 93RD	0.00	-289.20
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116420261000	20621	RPS 6240 H STREET	0.00	-321.60
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8801 PARK DRIVE	0.00	-328.80
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8901 PARK DRIVE	0.00	-332.80
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116920261000	20621	RPS 8023 RALSTON AV	0.00	-334.40
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0126020261000	20629	RPS 8202 LAKEVIEW S	0.00	-360.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8901 PARK DRIVE	0.00	-392.80
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0126020261000	20621	RPS 8202 LAKEVIEW S	0.00	-411.20
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116820261000	20621	RPS 7900 SEYMOUR ST	0.00	-424.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116420261000	20621	RPS 6240 H STREET	0.00	-520.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116620261000	20629	RPS 9205 BERRY STRE	0.00	-522.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8969 PARK DRIVE	0.00	-780.00
9001	130741	V 01/08/24	834	METRO UTILITIES DIS	0116320261000	20629	RPS 10310 MOCKINGBI	0.00	-861.80

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9001	130741	V 01/08/24	834	METRO UTILITIES	DIS 0116720261000	20621	RPS 5100 SOUTH 93RD	0.00	-1,156.80
9001	130741	V 01/08/24	834	METRO UTILITIES	DIS 0136020261000	20621	RPS 8901 PARK DRIVE	0.00	-1,331.20
9001	130741	V 01/08/24	834	METRO UTILITIES	DIS 0126020261000	20621	RPS 8202 LAKEVIEW S	0.00	-1,440.00
9001	130741	V 01/08/24	834	METRO UTILITIES	DIS 0116620261000	20621	RPS 9205 BERRY STRE	0.00	-2,088.00
9001	130741	V 01/08/24	834	METRO UTILITIES	DIS 0116320261000	20621	RPS 10310 MOCKINGBI	0.00	-3,447.20
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0136020261000	20629	RPS 8901 PARK DRIVE	0.00	98.20
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0136020261000	20621	RPS 8969 PARK DRIVE	0.00	99.20
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0126020261000	20629	RPS 8202 LAKEVIEW S	0.00	102.80
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0116820261000	20629	RPS 7900 SEYMOUR ST	0.00	106.00
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0180020261000	20629	RPS 8545 PARK DRIVE	0.00	68.52
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0116420261000	20629	RPS 6240 H STREET	0.00	80.40
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0136020261000	20629	RPS 8801 PARK DRIVE	0.00	82.20
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0116920261000	20629	RPS 8023 RALSTON AV	0.00	83.60
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0180020261000	20629	RPS 8545 PARK DRIVE	0.00	65.00
9001	130741	01/08/24	834	METRO UTILITIES	DIS 0136020261000	20629	RPS 8969 PARK DRIVE	0.00	24.80
TOTAL CHECK									
9001	130742	01/08/24	1741	MILLARD NORTH HIGH	0136020110093	20610	RALSTON HIGH HS2402	0.00	600.00
9001	130743	01/08/24	7837	MKD CONSULTING, LLC	0116320120000	20330	RPS STUDENT SERVICE	0.00	868.00
9001	130744	01/08/24	2634	NASB	0180020231000	20320	RPS BOE SURVEY	0.00	350.00
9001	130744	01/08/24	2634	NASB	0180020231000	20320	RPS BOE KUMRU, ELIZ	0.00	170.00
9001	130744	01/08/24	2634	NASB	0180020231000	20320	RPS BOE ROARTY, MAR	0.00	170.00
9001	130744	01/08/24	2634	NASB	0180020232000	20330	RPS JASON BUCKINGHA	0.00	110.00
TOTAL CHECK									
9001	130745	01/08/24	797	NCSA	0136020241000	20810	RALSTON HIGH HS2402	0.00	200.00
9001	130746	01/08/24	830	NEBRASKA AIR FILTER	0116920262000	20430	RPS MAINTENANCE WW	0.00	364.71
9001	130746	01/08/24	830	NEBRASKA AIR FILTER	0116620262000	20430	RPS MAINTENANCE MEA	0.00	506.76
TOTAL CHECK									
9001	130747	01/08/24	7633	NEBRASKA FFA ASSOCI	0136020110001	20610	RALSTON HIGH HS2402	0.00	1,950.00
9001	130748	01/08/24	6412	OCCUPATIONAL HEALTH	0180020271000	20340	RPS TRANSP.FLATT/MO	0.00	282.00
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0180020232000	20610	RPS ADMIN CO240010	0.00	198.04
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116820110000	20610	SEYMOUR SE240022	0.00	132.62
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0126020110000	20610	RALSTONMIDDLEMS2401	0.00	139.16
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116720110000	20610	MOCKINGBIRD MB24003	0.00	145.26
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116920110000	20610	WILDEWOOD Ww240008	0.00	148.48
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116820110000	20610	SEYMOUR SE240021	0.00	76.18
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0136020110000	20610	RALSTON HIGH HS2402	0.00	78.15
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116620110000	20610	MEADOWS MW240058	0.00	247.22
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116720110000	20610	MOCKINGBIRD MB24003	0.00	112.19
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116720110000	20610	MOCKINGBIRD MB24003	0.00	112.26
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0180020232000	20610	RPS ADMIN CO240011	0.00	89.20
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116920110000	20610	WILDEWOOD Ww240008	0.00	69.11
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116920110000	20610	WILDEWOOD Ww240008	0.00	73.32
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0180020120000	20610	RPS STUDSERV SS2400	0.00	74.18
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116920110000	20610	WILDEWOOD Ww240007	0.00	22.50

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9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116620110000	20610	MEADOWS MW240056	0.00	61.52
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116320110000	20610	BLUMFIELD BL240022	0.00	51.11
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0180020120000	20610	RPS STUDSER SS24002	0.00	32.82
9001	130749	01/08/24	921	ODP BUSINESS SOLUTI	0116620110000	20610	MEADOWS MW240056	0.00	10.95
TOTAL CHECK									1,874.27
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0126020261000	20622	RPS MIDDLE SCHOOL	0.00	8,877.14
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0116320261000	20622	RPS BLUMFIELD	0.00	4,274.81
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0116920261000	20622	RPS WILDEWOOD	0.00	4,510.73
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0116620261000	20622	RPS MEADOWS	0.00	4,605.94
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0116720261000	20622	RPS MOCKINGBIRD	0.00	5,335.77
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0116420261000	20622	RPS KAREN WESTERN	0.00	3,522.08
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0180020261000	20622	RPS ADMIN/CO/VMAC	0.00	2,324.16
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0116820261000	20622	RPS SEYMOUR	0.00	2,437.40
9001	130750	01/08/24	936	OMAHA PUBLIC POWER	0136020261000	20622	RPS HIGH SCHOOL	0.00	23,806.65
TOTAL CHECK									59,694.68
9001	130751	01/08/24	940	OMAHA WINNELSON	0126020262000	20430	RPS MAINTENANCE RMS	0.00	1,554.57
9001	130751	01/08/24	940	OMAHA WINNELSON	0116920262000	20430	RPS MAINTENANCE WW	0.00	120.45
9001	130751	01/08/24	940	OMAHA WINNELSON	0136020262000	20430	RPS MAINTENANCE RHS	0.00	201.24
9001	130751	01/08/24	940	OMAHA WINNELSON	0136020262000	20610	RPS MAINTENANCE RHS	0.00	54.88
TOTAL CHECK									1,931.14
9001	130752	01/08/24	6473	PAPIO TRANSPORT SCH	0136020120000	20320	RPS STUDENT SERVICE	0.00	3,960.00
9001	130753	01/08/24	5428	PARCHMENT INC	0180020221200	20320	RPS CURRIC CU240025	0.00	6,893.00
9001	130754	01/08/24	7834	PJES CONSULTING, LL	0116920110000	20330	RPS WILDEWOOD	0.00	1,725.00
9001	130755	01/08/24	5682	PRINTING INK	0180020232000	20610	RPS ADMIN/CO/VMAC	0.00	175.00
9001	130756	01/08/24	6379	THE OMAHA WORLD-HER	0180020257000	20540	RPS HUMAN RESOURCES	0.00	1,018.40
9001	130760	01/08/24	6362	RESENHOUSE/CED, INC	0126020262000	20430	RPS MAINTENANCE RMS	0.00	57.62
9001	130762	01/08/24	7690	RALSTON HILLCREST,	0136020110000	20441	RPS JANUARY 2024 RE	0.00	1,300.00
9001	130763	01/08/24	3366	RALSTON PUBLIC SCHO	0180020256000	20610	RPS PR/SRCITTHANKSG	0.00	1,750.00
9001	130763	01/08/24	3366	RALSTON PUBLIC SCHO	0116320129100	20610	RPS SS/PS OCTOBER20	0.00	57.76
9001	130763	01/08/24	3366	RALSTON PUBLIC SCHO	0116420129100	20610	RPS SS/PS OCTOBER20	0.00	57.76
9001	130763	01/08/24	3366	RALSTON PUBLIC SCHO	0116620129100	20610	RPS SS/PS OCTOBER20	0.00	57.76
9001	130763	01/08/24	3366	RALSTON PUBLIC SCHO	0116720129100	20610	RPS SS/PS OCTOBER20	0.00	57.76
9001	130763	01/08/24	3366	RALSTON PUBLIC SCHO	0116820129100	20610	RPS SS/PS OCTOBER20	0.00	57.76
9001	130763	01/08/24	3366	RALSTON PUBLIC SCHO	0116920129100	20610	RPS SS/PS OCTOBER20	0.00	57.80
TOTAL CHECK									2,096.60
9001	130764	01/08/24	6191	SAPP BROS., INC - O	0180020262000	20610	RPS MAINTENANCE ADM	0.00	400.93
9001	130765	01/08/24	4913	SCHMITT MUSIC	0126020110094	20610	RALSTONMIDDLEMS2401	0.00	11.65
9001	130765	01/08/24	4913	SCHMITT MUSIC	0136020110094	20610	RALSTON HIGH HS2402	0.00	77.00
TOTAL CHECK									88.65

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
9001	130766	01/08/24	7067	SHELL FLEET PLUS	0180020271000	20626	RPS TRANSPORTATION	0.00	36.78
9001	130769	01/08/24	6439	SPARQ DATA SOLUTION	0180020231000	20810	RPS BOE4/1/24-3/31/	0.00	6,230.00
9001	130770	01/08/24	7497	SPIRIT LAKE HIGH SC	0136020110093	20610	RALSTON HIGH HS2402	0.00	225.00
9001	130772	01/08/24	7790	TRACY TONEY JONES	0136020110000	20330	RPS/RHS 8 HOURS	0.00	240.00
9001	130773	01/08/24	7782	TREASURED WORDS, LL	0116420215100	20320	RPS STUDENT SERVICE	0.00	4,746.60
9001	130774	01/08/24	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	2,127.96
9001	130774	01/08/24	6034	TRUCK CENTER COMPAN	0180020271000	20430	RPS TRANSPORTATION	0.00	3,005.65
9001	130774	01/08/24	6034	TRUCK CENTER COMPAN	0180020271000	20430	RPS TRANSPORTATION	0.00	1,368.27
9001	130774	01/08/24	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	965.87
9001	130774	01/08/24	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	6,462.54
9001	130774	01/08/24	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	395.73
9001	130774	01/08/24	6034	TRUCK CENTER COMPAN	0180020271000	20430	RPS TRANSPORTATION	0.00	97.75
TOTAL CHECK								0.00	14,423.77
9001	130776	01/08/24	1287	(WPS)WESTERN PSYCHO	0116420214100	20610	RPS SS/KW SS240027	0.00	112.70
9001	130776	01/08/24	1287	(WPS)WESTERN PSYCHO	0116820214100	20610	RPS SS/SEY SS240027	0.00	147.82
9001	130776	01/08/24	1287	(WPS)WESTERN PSYCHO	0116920214100	20610	RPS SS/WW SS240027	0.00	150.38
9001	130776	01/08/24	1287	(WPS)WESTERN PSYCHO	0116320214100	20610	RPS SS/BLUM SS24002	0.00	152.25
9001	130776	01/08/24	1287	(WPS)WESTERN PSYCHO	0116620214100	20610	RPS SS/MEAD SS24002	0.00	155.84
9001	130776	01/08/24	1287	(WPS)WESTERN PSYCHO	0116720214100	20610	RPS SS/MOCK SS24002	0.00	216.02
9001	130776	01/08/24	1287	(WPS)WESTERN PSYCHO	0126020214100	20610	RPS SS/RMS SS240027	0.00	242.45
9001	130776	01/08/24	1287	(WPS)WESTERN PSYCHO	0136020214100	20610	RPS SS/RHS SS240027	0.00	527.54
TOTAL CHECK								0.00	1,705.00
9001	130777	01/08/24	7406	UNITE PRIVATE NETWO	0180020258000	20382	RPS TECHNOLOGY ADMI	0.00	593.58
9001	130778	01/08/24	2823	UNIV OF NEBRASKA AT	0116720110000	20111	RPS MOCK CALDER/VID	0.00	28,000.00
9001	130779	01/08/24	4832	VERIZON WIRELESS	0180020251000	20610	RPS HOTSPOTMANANGEM	0.00	25.33
9001	130779	01/08/24	4832	VERIZON WIRELESS	0180020271200	20530	RPS TRANSPORTATION	0.00	52.73
9001	130779	01/08/24	4832	VERIZON WIRELESS	0180020251000	20610	RPS HOTSPOTS JOYCE	0.00	680.17
9001	130779	01/08/24	4832	VERIZON WIRELESS	0180020340000	20610	RPS IPADSBECI STOLL	0.00	360.09
9001	130779	01/08/24	4832	VERIZON WIRELESS	0180020251000	20610	RPS TWO PHONES	0.00	80.02
TOTAL CHECK								0.00	1,198.34
9001	130780	01/08/24	6317	VISION SERVICE PLAN	01	9409	RPS JANUARY 2024 PR	0.00	3,819.09
9001	130781	01/08/24	1268	VOSS LIGHTING	0180020261000	20610	RPS MAINTENANCE ADM	0.00	534.60
9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS ADMIN/CO/VMAC	0.00	552.98
9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS HIGH SCHOOL	0.00	729.45
9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS WILDEWOOD	0.00	59.78
9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS BLUMFIELD	0.00	59.83
9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS KAREN WESTERN	0.00	59.83
9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS MEADOWS	0.00	59.83
9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS MOCKINGBIRD	0.00	59.83
9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS SEYMOUR	0.00	59.83

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9001	130782	01/08/24	5925	WELLS FARGO FINANCI	0180020253000	20442	RPS MIDDLE SCHOOL	0.00	233.64
TOTAL CHECK									1,875.00
9001	130783	01/08/24	6719	WESTLAKE ACE HARDWA	0180020265000	20610	RPS TRANSPORTATION	0.00	84.99
9001	130783	01/08/24	6719	WESTLAKE ACE HARDWA	0180020262000	20610	RPS MAINTENANCE ADM	0.00	53.98
9001	130783	01/08/24	6719	WESTLAKE ACE HARDWA	0180020262000	20610	RPS MAINTENANCE ADM	0.00	14.98
TOTAL CHECK									153.95
9001	130784	01/08/24	5626	WESTSIDE HIGH	0136020110093	20610	RHS ENTRYFEE HS2402	0.00	550.00
9001	130785	01/08/24	7538	WOODRIVER ENERGY, L	0116920261000	20621	RPS WILDEWOOD	0.00	1,256.33
9001	130785	01/08/24	7538	WOODRIVER ENERGY, L	0116820261000	20621	RPS SEYMOUR	0.00	2,512.53
9001	130785	01/08/24	7538	WOODRIVER ENERGY, L	0126020261000	20621	RPS MIDDLE SCHOOL	0.00	2,602.10
9001	130785	01/08/24	7538	WOODRIVER ENERGY, L	0136020261000	20621	RPS HIGH SCHOOL	0.00	11,425.62
TOTAL CHECK									17,796.58
9001	130786	01/08/24	6800	SHANE G ADAMS	0136020110000	20251	REIMBURSED 3 HOURS	0.00	1,059.00
9001	130787	01/08/24	7778	KALI D ALLEN	0116820353500	20333	REIMBUR11/28-12/20/	0.00	3.77
9001	130787	01/08/24	7778	KALI D ALLEN	0116720353500	20333	REIMBUR11/28-12/20/	0.00	3.78
TOTAL CHECK									7.55
9001	130788	01/08/24	6985	EUNISES CASILLAS	0180020340000	20330	REIMBURS8/11-12/22/	0.00	42.31
9001	130789	01/08/24	4230	CINDY KIRKPATRICK	0116920213000	20333	REIMBURS9/25-12/22/	0.00	43.22
9001	130789	01/08/24	4230	CINDY KIRKPATRICK	0116620213000	20333	REIMBURS9/25-12/22/	0.00	45.59
9001	130789	01/08/24	4230	CINDY KIRKPATRICK	0116720213000	20333	REIMBURS9/25-12/22/	0.00	51.76
9001	130789	01/08/24	4230	CINDY KIRKPATRICK	0116320213000	20333	REIMBURS9/25-12/22/	0.00	54.61
9001	130789	01/08/24	4230	CINDY KIRKPATRICK	0126020213000	20333	REIMBURS9/25-12/22/	0.00	66.96
9001	130789	01/08/24	4230	CINDY KIRKPATRICK	0136020213000	20333	REIMBURS9/25-12/22/	0.00	152.92
9001	130789	01/08/24	4230	CINDY KIRKPATRICK	0116420213000	20333	REIMBURS9/25-12/22/	0.00	28.49
9001	130789	01/08/24	4230	CINDY KIRKPATRICK	0116820213000	20333	REIMBURS9/25-12/22/	0.00	31.34
TOTAL CHECK									474.89
9001	130790	01/08/24	7116	CHRISTINA L DIDIER	0116320640800	20333	REIMBURS8/21-12/7/	0.00	344.04
9001	130791	01/08/24	7577	LORI L DINGEL	0116320110000	20610	BLUMFIELD CARPETREM	0.00	20.00
9001	130792	01/08/24	7838	CYNTHIA FLATT	01	9413	RPS TRANSPORT1 /18/	0.00	1,000.00
9001	130794	01/08/24	7784	KEATON V KLEESPIES	0126020110000	20251	REIMBURSED 6 HOURS	0.00	2,118.00
9001	130795	01/08/24	7835	ANDREA LOPEZ	0126020110000	20251	REIMBURSED 3 HOURS	0.00	1,020.00
9001	130798	01/08/24	5610	MELISSA STOLLEY	0180020249000	20333	REIMBUR11/10-12/14/	0.00	297.05
9001	130800	01/08/24	2039	RYAN PIVONKA	0136020241000	20333	REIMBURSE12/6&7/202	0.00	66.81
9001	130801	01/08/24	6496	LAURA M PROCHASKA	0136020110000	20333	REIMBUR11/20-12/15/	0.00	54.78
9001	130801	01/08/24	6496	LAURA M PROCHASKA	0136020670000	20333	RHSPERKFUNDFORACTEC	0.00	422.22
TOTAL CHECK									477.00

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9001	130802	01/08/24	3150	CHRISTINE REDEMSKE	0116920353500	20333	REIMBUR11/27-12/22/	0.00	28.35
9001	130803	01/08/24	7122	AMBER A SCOTT	0116820350000	20333	REIMBUR11/30-12/22/	0.00	10.65
9001	130803	01/08/24	7122	AMBER A SCOTT	0116920350000	20333	REIMBUR11/30-12/22/	0.00	13.12
9001	130803	01/08/24	7122	AMBER A SCOTT	0116620350000	20333	REIMBUR11/30-12/22/	0.00	15.58
9001	130803	01/08/24	7122	AMBER A SCOTT	0116720350000	20333	REIMBUR11/30-12/22/	0.00	17.22
9001	130803	01/08/24	7122	AMBER A SCOTT	0116320350000	20333	REIMBUR11/30-12/22/	0.00	17.22
9001	130803	01/08/24	7122	AMBER A SCOTT	0116420350000	20333	REIMBUR11/30-12/22/	0.00	8.20
TOTAL CHECK									81.99
9001	130805	01/08/24	7602	WENDY E STANGE	0116420353500	20333	REIMBURSE12/4-20/20	0.00	9.06
9001	130805	01/08/24	7602	WENDY E STANGE	0116320353500	20333	REIMBURSE12/4-20/20	0.00	9.07
9001	130805	01/08/24	7602	WENDY E STANGE	0116620353500	20333	REIMBURSE12/4-20/20	0.00	18.13
TOTAL CHECK									36.26
9001	130808	01/08/24	7126	DEANNA R TOMPKINS	0116720110000	20251	REIMBURSED 3 HOURS	0.00	1,053.00
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0136020120000	20569	RPS STUDENT SERVICE	0.00	4,245.15
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0116320110000	20569	RPS STUDENT SERVICE	0.00	298.75
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0116420110000	20569	RPS STUDENT SERVICE	0.00	298.75
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0116620110000	20569	RPS STUDENT SERVICE	0.00	298.75
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0116720110000	20569	RPS STUDENT SERVICE	0.00	298.75
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0116820110000	20569	RPS STUDENT SERVICE	0.00	298.75
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0116920110000	20569	RPS STUDENT SERVICE	0.00	298.75
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0126020110000	20569	RPS STUDENT SERVICE	0.00	298.75
9001	130810	01/08/24	7687	360 COMMUNITY SERVI	0136020110000	20569	RPS STUDENT SERVICE	0.00	299.19
TOTAL CHECK									6,635.59
9001	130811	01/08/24	272	FOLLETT SCHOOL SOLU	0136020222000	20640	RALSTON HIGH HS2401	0.00	194.40
9001	130811	01/08/24	272	FOLLETT SCHOOL SOLU	0136020222000	20640	RALSTON HIGH HS2401	0.00	336.49
9001	130811	01/08/24	272	FOLLETT SCHOOL SOLU	0136020222000	20640	RALSTON HIGH HS2401	0.00	444.73
TOTAL CHECK									975.62
9001	130812	01/08/24	3058	GENERAL FIRE AND SA	0116420262000	20352	RPS MAINTENANCE KW	0.00	167.50
9001	130813	01/08/24	367	GRAYBAR	0116820262000	20610	RPS MAINTENANCE SEY	0.00	45.66
9001	130814	01/08/24	6679	HAUFF SPORTS	0126020110099	20610	RALSTONMIDDLEMS2401	0.00	264.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0180020261000	20621	RPS 8545 PARK DRIVE	0.00	274.08
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116720261000	20629	RPS 5100 SOUTH 93RD	0.00	289.20
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8969 PARK DRIVE	0.00	195.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0180020261000	20621	RPS 8545 PARK DRIVE	0.00	260.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8969 PARK DRIVE	0.00	24.80
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116420261000	20621	RPS 6240 H STREET	0.00	321.60
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8801 PARK DRIVE	0.00	328.80
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8901 PARK DRIVE	0.00	332.80
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116920261000	20621	RPS 8023 RALSTON AV	0.00	334.40
9001	130816	01/08/24	834	METRO UTILITIES DIS	0180020261000	20629	RPS 8545 PARK DRIVE	0.00	65.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0180020261000	20629	RPS 8545 PARK DRIVE	0.00	68.52
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116420261000	20629	RPS 6240 H STREET	0.00	80.40
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8801 PARK DRIVE	0.00	82.20

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9001	130816	01/08/24	834	METRO UTILITIES DIS	0116920261000	20629	RPS 8023 RALSTON AV	0.00	83.60
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8901 PARK DRIVE	0.00	98.20
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8969 PARK DRIVE	0.00	99.20
9001	130816	01/08/24	834	METRO UTILITIES DIS	0126020261000	20629	RPS 8202 LAKEVIEW S	0.00	102.80
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116820261000	20629	RPS 7900 SEYMOUR	0.00	106.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116420261000	20629	RPS 6240 H STREET	0.00	130.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8969 PARK DRIVE	0.00	-296.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20629	RPS 8969 PARK DRIVE	0.00	-74.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116420261000	20621	RPS 6240 H STREET	0.00	520.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116620261000	20629	RPS 9205 BERRY STRE	0.00	522.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0126020261000	20629	RPS 8202 LAKEVIEW S	0.00	360.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8901 PARK DRIVE	0.00	392.80
9001	130816	01/08/24	834	METRO UTILITIES DIS	0126020261000	20621	RPS 8202 LAKEVIEW S	0.00	411.20
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116820261000	20621	RPS 7900 SEYMOUR	0.00	424.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8969 PARK DRIVE	0.00	780.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116320261000	20629	RPS 10310 MOCKINGBI	0.00	861.80
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116720261000	20621	RPS 5100 SOUTH 93RD	0.00	1,156.80
9001	130816	01/08/24	834	METRO UTILITIES DIS	0136020261000	20621	RPS 8901 PARK DRIVE	0.00	1,331.20
9001	130816	01/08/24	834	METRO UTILITIES DIS	0126020261000	20621	RPS 8202 LAKEVIEW S	0.00	1,440.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116620261000	20621	RPS 9205 BERRY STRE	0.00	2,088.00
9001	130816	01/08/24	834	METRO UTILITIES DIS	0116320261000	20621	RPS 10310 MOCKINGBI	0.00	3,447.20
TOTAL CHECK									16,641.60
9001	130817	01/08/24	4913	SCHMITT MUSIC	0136020110094	20610	RALSTON HIGH HS2402	0.00	23.62
9001	130818	01/08/24	3617	SUPERIOR LIGHTING I	0126020262000	20352	RPS MAINTENANCE RMS	0.00	451.90
9001	130819	01/08/24	6034	TRUCK CENTER COMPAN	0180020271000	20430	RPS TRANSPORTATION	0.00	680.67
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS SUPPLY DELIVERY	0.00	9.95
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS KAREN WESTERN	0.00	58.34
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MEADOWS	0.00	79.01
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS SEYMOUR	0.00	84.43
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MOCKINGBIRD	0.00	104.38
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS MIDDLE SCHOOL	0.00	223.82
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS WILDEWOOD	0.00	305.41
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS HIGH SCHOOL	0.00	650.69
9001	130821	01/08/24	6650	BISHOP BUSINESS	0180020253000	20442	RPS ADMIN/CO/VMAC	0.00	812.59
TOTAL CHECK									2,328.62
9001	130826	01/08/24	7843	JUSTINE ANGELES	0136020110000	20251	REIMBURSED 4 HOURS	0.00	1,155.00
9001	130827	01/08/24	223	AWARDS UNLIMITED IN	0136020110079	20610	RALSTON HIGH HS2302	0.00	527.50
9001	130827	01/08/24	223	AWARDS UNLIMITED IN	0136020110000	20610	RALSTON HIGH HS2302	0.00	149.36
TOTAL CHECK									676.86
9001	130829	01/08/24	7668	BRIDGE FRC	0180020271000	20340	RPS CURRICULUM	0.00	1,280.33
9001	130830	01/08/24	3132	CITY OF RALSTON	0116720266000	20340	RPS MOCKINGBIRD	0.00	1,433.67
9001	130830	01/08/24	3132	CITY OF RALSTON	0116420266000	20340	RPS KAREN WESTERN	0.00	748.43
9001	130830	01/08/24	3132	CITY OF RALSTON	0116820266000	20340	RPS SEYMOUR	0.00	981.28
9001	130830	01/08/24	3132	CITY OF RALSTON	0116920266000	20340	RPS WILDEWOOD	0.00	997.91

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9001	130830	01/08/24	3132	CITY OF RALSTON	0116320266000	20340	RPS BLUMFIELD	0.00	1,011.22
9001	130830	01/08/24	3132	CITY OF RALSTON	0116620266000	20340	RPS MEADOWS	0.00	1,034.50
9001	130830	01/08/24	3132	CITY OF RALSTON	0136020266000	20340	RPS HIGH SCHOOL	0.00	3,502.68
9001	130830	01/08/24	3132	CITY OF RALSTON	0126020266000	20340	RPS MIDDLE SCHOOL	0.00	1,609.96
TOTAL CHECK									11,319.65
9001	130831	01/08/24	5993	ESU #3/METRO REGION	0180020699819	20330	RPS CUR SCOTT, AMBE	0.00	130.00
9001	130832	01/08/24	3829	FATHER FLANAGAN'S B	0116720120000	20569	RPS STUDENT SERVICE	0.00	3,500.00
9001	130832	01/08/24	3829	FATHER FLANAGAN'S B	0136020120000	20569	RPS STUDENT SERVICE	0.00	3,500.00
TOTAL CHECK									7,000.00
9001	130833	01/08/24	7424	NOLAN A FIELD	0136020110000	20251	REIMBURSED 9 HOURS	0.00	3,042.00
9001	130834	01/08/24	7662	JONATHAN M FRAZIER	0116720110000	20251	REIMBURSED 6 HOURS	0.00	2,118.00
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	JWP5273518 RTD Spit	0.00	47.27
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	REJUVENATE 128 OZ.	0.00	52.10
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	NABC NABC 1 GALLON	0.00	27.41
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	RENOWN VACUUM BAG F	0.00	18.31
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	RENOWN 1 QT. FLOOR	0.00	29.59
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	RENOWN NEUTRAL FLOO	0.00	20.60
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0116620261000	20610	RPS CUSTODIAL MEAD	0.00	86.47
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0116420261000	20610	RPS CUSTODIAL KW	0.00	45.33
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	JWP5273518 RTD Spit	0.00	51.44
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	RENOWN VACUUM BAG F	0.00	39.87
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	MAXIM HI-Q 64 OZ. D	0.00	70.16
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	RUBBERMAID COMMERC	0.00	17.95
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	RENOWN WHITE HARDWO	0.00	89.67
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	RENOWN NEUTRAL FLOO	0.00	22.43
9001	130835	01/08/24	6960	THE HOME DEPOT PRO	0126020261000	20610	SPARTAN CHEMICAL CO	0.00	22.78
TOTAL CHECK									641.38
9001	130836	01/08/24	1011	J W PEPPER & SON, I	0136020110094	20610	RALSTON HIGH HS2402	0.00	45.00
9001	130836	01/08/24	1011	J W PEPPER & SON, I	0126020110093	20610	RALSTONMIDDLEMS2400	0.00	170.00
9001	130836	01/08/24	1011	J W PEPPER & SON, I	0136020110094	20610	RALSTON HIGH HS2402	0.00	142.99
TOTAL CHECK									357.99
9001	130837	01/08/24	6993	LANGUAGE LINE SERVI	0116420129100	20330	RPS STUDENT SERVICE	0.00	432.13
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116420261000	20610	SOAP HAND FOAM FOAM	0.00	66.23
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116420261000	20610	TOWEL ROLL BROWN 8"	0.00	168.57
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116420261000	20610	LINER 43X48 16 MIC	0.00	166.77
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116420261000	20610	TISSUE 2 PLY 4.5X3.	0.00	159.39
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116420261000	20610	PAD 20" WHITE POLIS	0.00	25.59
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	SOAP HAND FOAM FOAM	0.00	132.25
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	BOWL CLEANER ASSURE	0.00	42.08
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	BOWL CLEANER MR. BL	0.00	37.87
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	DEGREASER ORANGE WO	0.00	39.79
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	TOWEL ROLL BROWN 8"	0.00	168.31
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	TISSUE 2 PLY 4.5X3.	0.00	159.15
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	LINER 24X33 6 MIC C	0.00	186.85

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9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	LINER 43X48 16 MIC	0.00	124.88
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0126020261000	20610	SAFETY ZONE BLACK N	0.00	184.94
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	TOWEL ROLL BROWN 8"	0.00	253.51
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	BOWL SWABS/JOHNNY M	0.00	16.90
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	DEGREASER ORANGE WO	0.00	39.96
9001	130838	01/08/24	7541	LARSEN SUPPLY COMPA	0116620261000	20610	DISINFECTANT CREME	0.00	25.65
TOTAL CHECK									1,998.69
9001	130839	01/08/24	1915	O'REILLY AUTOMOTIVE	0180020271200	20430	RPS TRANSPORTATION	0.00	247.79
9001	130840	01/08/24	973	RALSTON AREA CHAMBE	0180020231000	20810	RPS BOE MEMBERSHIPD	0.00	235.00
9001	130842	01/08/24	6224	THE DAILY RECORD	0180020232000	20540	RPS ADMIN/BOE LEGAL	0.00	22.67
9001	130843	01/08/24	6034	TRUCK CENTER COMPAN	0180020271200	20430	RPS TRANSPORTATION	0.00	258.75
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS WILDEWOOD	0.00	281.78
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS WILDEWOOD	0.00	312.12
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS KAREN WESTERN	0.00	329.89
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS KAREN WESTERN	0.00	331.86
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS ADMIN/CO/VMAC	0.00	81.55
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS ADMIN/CO/VMAC	0.00	81.55
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS SEYMOUR	0.00	453.86
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS MEADOWS	0.00	509.45
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS MEADOWS	0.00	512.90
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS MOCKINGBIRD	0.00	539.05
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS MIDDLE SCHOOL	0.00	545.91
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS MIDDLE SCHOOL	0.00	545.91
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS SEYMOUR	0.00	631.59
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS MOCKINGBIRD	0.00	639.00
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS BLUMFIELD	0.00	-61.27
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS BLUMFIELD	0.00	59.28
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS HIGH SCHOOL	0.00	2,174.49
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS HIGH SCHOOL	0.00	2,352.22
9001	130844	01/08/24	2406	WASTE MANAGEMENT OF	0180020261000	20629	RPS ADMIN/CO/VMAC	0.00	1,731.96
TOTAL CHECK									12,053.10
9001	130845	01/08/24	6866	ZTRIP (WHC NE, LLC)	0180020271200	20510	RPS SS/TRANSPORTATI	0.00	3,784.86
9001	130845	01/08/24	6866	ZTRIP (WHC NE, LLC)	0136020699000	20510	RPS SS/TRANSPORTATI	0.00	59.22
TOTAL CHECK									3,844.08
TOTAL CASH ACCOUNT								0.00	530,836.14
TOTAL FUND								0.00	530,836.14

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FUND - 02 - DEPRECIATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	130757	01/08/24	5951	TY'S OUTDOOR POWER	0280020290000	20732	RPS MAINTENANCE ADM	0.00	10,022.36
TOTAL CASH ACCOUNT								0.00	10,022.36
TOTAL FUND								0.00	10,022.36

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FUND - 06 - FOOD SERVICE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
9001	130759	01/08/24	7832	ALLISON SCHECHINGER	0636020310000	20610	REIMBURSED BALANCE	0.00	46.60
9001	130761	01/08/24	7186	DEIDRE RIVERA	0616920310000	20610	REIMBURSED BALANCE	0.00	58.80
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616420310000	20340	RPS FOOD SERVICES	0.00	6,836.14
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616820310000	20340	RPS FOOD SERVICES	0.00	7,519.75
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616920310000	20340	RPS FOOD SERVICES	0.00	10,368.15
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616620310000	20340	RPS FOOD SERVICES	0.00	10,937.82
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616720310000	20340	RPS FOOD SERVICES	0.00	12,418.99
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616320310000	20340	RPS FOOD SERVICES	0.00	13,102.60
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0626020310000	20340	RPS FOOD SERVICES	0.00	16,064.93
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0636020310000	20340	RPS FOOD SERVICES	0.00	36,687.29
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0636020310000	20340	RPS FOOD SERVICES	0.00	5,009.93
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0680020310000	20340	RPS FOOD SERVICES	0.00	5,169.16
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0680020310000	20340	RPS FOOD SERVICES	0.00	3,221.75
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0626020310000	20340	RPS FOOD SERVICES	0.00	2,193.79
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616320310000	20340	RPS FOOD SERVICES	0.00	1,789.26
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616820310000	20340	RPS FOOD SERVICES	0.00	1,026.88
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616920310000	20340	RPS FOOD SERVICES	0.00	1,415.85
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616620310000	20340	RPS FOOD SERVICES	0.00	1,493.64
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616720310000	20340	RPS FOOD SERVICES	0.00	1,695.91
9001	130767	01/08/24	5077	SODEXO, INC & AFFIL	0616420310000	20340	RPS FOOD SERVICES	0.00	933.53
TOTAL CHECK									137,885.37
9001	130779	01/08/24	4832	VERIZON WIRELESS	0680020310000	20530	RPS FOOD SERVICES	0.00	65.80
9001	130804	01/08/24	6667	PEGGY SMITH	0680020310000	20333	REIMBURS4/30-6/30/2	0.00	139.90
9001	130804	01/08/24	6667	PEGGY SMITH	0680020310000	20333	REIMBURS7/5-10/6/23	0.00	210.13
9001	130804	01/08/24	6667	PEGGY SMITH	0680020310000	20333	REIMBURS10/9-12/22/	0.00	252.93
TOTAL CHECK									602.96
9001	130809	01/08/24	7800	NATALI A VARGAS	0616720310000	20610	MOCKINGBIRD BREAD	0.00	9.56
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0626020310000	20340	RPS MIDDLE SCHOOL	0.00	1,761.15
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0626020310000	20340	RPS MIDDLE SCHOOL	0.00	14,408.10
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0636020310000	20340	RPS HIGH SCHOOL	0.00	32,903.60
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0636020310000	20340	RPS HIGH SCHOOL	0.00	4,021.92
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616420310000	20340	RPS KAREN WESTERN	0.00	6,131.10
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616820310000	20340	RPS SEYMOUR	0.00	6,744.22
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616920310000	20340	RPS WILDEWOOD	0.00	9,298.84
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616620310000	20340	RPS MEADOWS	0.00	9,809.77
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616720310000	20340	RPS MOCKINGBIRD	0.00	11,138.18
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616320310000	20340	RPS BLUMFIELD	0.00	11,751.29
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0680020310000	20340	RPS FOOD SERVICES	0.00	3,661.60
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0680020310000	20340	RPS FOOD SERVICES	0.00	2,658.06
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616320310000	20340	RPS BLUMFIELD	0.00	1,436.40
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616720310000	20340	RPS MOCKINGBIRD	0.00	1,361.46
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616620310000	20340	RPS MEADOWS	0.00	1,199.08
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616920310000	20340	RPS WILDEWOOD	0.00	1,136.63
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616420310000	20340	RPS KAREN WESTERN	0.00	749.43
9001	130841	01/08/24	5077	SODEXO, INC & AFFIL	0616820310000	20340	RPS SEYMOUR	0.00	824.38
TOTAL CHECK									120,995.21

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RALSTON PUBLIC SCHOOLS
CHECK REGISTER - BY FUND

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ACCOUNTING PERIOD: 5/24

FUND - 06 - FOOD SERVICE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CASH ACCOUNT								0.00	259,664.30
TOTAL FUND								0.00	259,664.30

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RALSTON PUBLIC SCHOOLS
 CHECK REGISTER - BY FUND

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 ACCOUNTING PERIOD: 5/24

FUND - 08 - SPECIAL BUILDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
9001	130674	01/08/24	6959	BCDM ARCHITECTS	0816820430000	20350	RPS SEYMOUR	0.00	8,891.28
9001	130674	01/08/24	6959	BCDM ARCHITECTS	0816720430000	20350	RPS MOCKINGBIRD	0.00	10,011.34
9001	130674	01/08/24	6959	BCDM ARCHITECTS	0816320430000	20350	RPS BLUMFIELD	0.00	12,566.00
9001	130674	01/08/24	6959	BCDM ARCHITECTS	0826020430000	20350	RPS MIDDLE SCHOOL	0.00	74,160.00
9001	130674	01/08/24	6959	BCDM ARCHITECTS	0816920430000	20350	RPS WILDEWOOD	0.00	8,559.38
TOTAL CHECK									114,188.00
9001	130675	01/08/24	7137	DATAVIZION, LLC	0816920470000	20733	RPS WILDEWOOD	0.00	2,500.00
9001	130710	01/08/24	7734	JAMCO ABATEMENT SER	0816320470000	20450	RPS BLUMFIELD	0.00	27,290.00
9001	130711	01/08/24	7410	KANSAS CITY AUDIO -	0816620470000	20733	RPS MEADOWS	0.00	2,250.80
9001	130712	01/08/24	6193	KSB SCHOOL LAW	0816420430000	20350	RPS KAREN WESTERN	0.00	2,027.50
9001	130712	01/08/24	6193	KSB SCHOOL LAW	0826020430000	20350	RPS MIDDLE SCHOOL	0.00	27.50
9001	130712	01/08/24	6193	KSB SCHOOL LAW	0836020430000	20350	RPS HIGH SCHOOL	0.00	27.50
9001	130712	01/08/24	6193	KSB SCHOOL LAW	0816820430000	20350	RPS SEYMOUR	0.00	55.00
TOTAL CHECK									2,137.50
9001	130713	01/08/24	4768	LAMP RYNEARSON & AS	0816720430000	20350	RPS MOCKINGBIRD	0.00	653.71
9001	130730	01/08/24	7168	MIDWEST ALARM SERVI	0816920470000	20350	RPS WILDEWOOD	0.00	1,400.00
9001	130731	01/08/24	7226	NEMAHA LANDSCAPE CO	0836020470000	20450	RPS HIGH SCHOOL	0.00	208,701.00
9001	130731	01/08/24	7226	NEMAHA LANDSCAPE CO	0836020470000	20450	RPS HIGH SCHOOL	0.00	907,210.72
TOTAL CHECK									1,115,911.72
9001	130732	01/08/24	3989	PRIME COMMUNICATION	0816320470000	20733	GENETEC LICENSES FO	0.00	597.53
9001	130732	01/08/24	3989	PRIME COMMUNICATION	0816420470000	20733	GENETEC LICENSES FO	0.00	597.53
9001	130732	01/08/24	3989	PRIME COMMUNICATION	0816620470000	20733	GENETEC LICENSES FO	0.00	597.53
9001	130732	01/08/24	3989	PRIME COMMUNICATION	0816720470000	20733	GENETEC LICENSES FO	0.00	597.53
9001	130732	01/08/24	3989	PRIME COMMUNICATION	0816920470000	20733	GENETEC LICENSES FO	0.00	597.53
9001	130732	01/08/24	3989	PRIME COMMUNICATION	0816920470000	20350	RPS WILDEWOOD	0.00	9,849.68
TOTAL CHECK									12,837.33
9001	130758	01/08/24	4936	THIELE GEOTECH, INC	0816720430000	20350	RPS MOCKINGBIRD	0.00	740.00
9001	130775	01/08/24	7562	THE WEITZ COMPANY,	0816720470000	20450	RPS MOCKINGBIRD	0.00	1,160,153.00
9001	130820	01/08/24	7753	BEACON ATHLETICS, L	0836020470000	20733	RPS/RHS BO240005	0.00	23,410.00
9001	130823	01/08/24	6224	THE DAILY RECORD	0816420470000	20810	RPS KAREN WESTERN	0.00	80.66
9001	130824	01/08/24	7562	THE WEITZ COMPANY,	0836020470000	20450	RPS HIGH SCHOOL	0.00	13,605.90
9001	130824	01/08/24	7562	THE WEITZ COMPANY,	0816320470000	20450	RPS BLUMFIELD	0.00	1,174,072.00
TOTAL CHECK									1,187,677.90
TOTAL CASH ACCOUNT								0.00	3,651,230.62
TOTAL FUND								0.00	3,651,230.62

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RALSTON PUBLIC SCHOOLS
 CHECK REGISTER - BY FUND

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 ACCOUNTING PERIOD: 5/24

FUND - 10 - COOPERATIVE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG. KEY	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
9001	130721	01/08/24	7131	JUST FOR KIDS, INC.	1080020215100	20320	RPS SS/SUBURBAN	0.00	157.50	
9001	130768	01/08/24	7631	SOUTHPAW INTERPRETI	1080020215100	20320	RPS STUDENT SERVICE	0.00	-630.00	
9001	130768	01/08/24	7631	SOUTHPAW INTERPRETI	1080020215100	20320	RPS STUDENT SERVICE	0.00	630.00	
TOTAL CHECK									0.00	0.00
9001	130771	01/08/24	2835	SARAH A STOREY	1080020215100	20320	RPS STUDENT SERVICE	0.00	6,480.00	
9001	130793	01/08/24	7344	MARIE D HERRMAN	1080020215100	20333	REIMBURS8/10-12/15/	0.00	1,148.41	
9001	130796	01/08/24	4022	TRACY LOUCKS	1080020215100	20333	REIMBUR11/21-12/20/	0.00	778.14	
9001	130797	01/08/24	7776	DANIELLE B MAGRINI	1080020215100	20333	RIEMBUR11/21-12/21/	0.00	764.45	
9001	130799	01/08/24	6350	KIMBERLEE M HASKETT	1080020215100	20333	REIMBUR11/21-12/22/	0.00	1,657.02	
9001	130806	01/08/24	7606	JERA L STERNER	1080020215100	20333	REIMBUR11/21-12/20/	0.00	782.73	
9001	130807	01/08/24	5094	TIARRA MCGOWAN	1080020215100	20333	REIMBUR11/21-12/21/	0.00	490.86	
9001	130822	01/08/24	7631	SOUTHPAW INTERPRETI	1080020215100	20320	RPS SS/SUBURBAN	0.00	157.50	
9001	130822	01/08/24	7631	SOUTHPAW INTERPRETI	1080020215100	20320	RPS SS/SUBURBAN	0.00	202.50	
9001	130822	01/08/24	7631	SOUTHPAW INTERPRETI	1080020215100	20320	RPS SS/SUBURBAN	0.00	630.00	
9001	130822	01/08/24	7631	SOUTHPAW INTERPRETI	1080020215100	20320	RPS SS/SUBURBAN	0.00	281.25	
TOTAL CHECK									0.00	1,271.25
9001	130825	01/08/24	7842	AMY BECKER	1080020215100	20320	RPS SS/SUBURBAN	0.00	380.00	
9001	130828	01/08/24	6422	ALLISON L BEAMAN	1080020215100	20211	REIMBURSED 12/15/20	0.00	50.00	
TOTAL CASH ACCOUNT									0.00	13,960.36
TOTAL FUND									0.00	13,960.36
TOTAL REPORT									0.00	4,465,713.78

**RALSTON PUBLIC SCHOOLS
FINANCIAL REPORT TO THE BOARD OF EDUCATION
POOLED CASH - BANK RECONCILIATION
December 31, 2023**

	11/30/2023 Thru 12/31/2023	11/30/2022 Thru 12/31/2022
Book Balance - Beginning of month	\$4,798,515.04	\$5,158,152.45
Total Receipts	\$2,462,427.39	\$2,363,852.11
Monthly Disbursements	<u>(3,793,120.38)</u>	<u>(3,919,918.49)</u>
Reconciled Book Balance - End of Month	\$3,467,822.05	\$3,602,086.07
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	\$3,467,822.05	\$3,602,086.07
Bank Balance -Beginning of month	\$5,690,691.52	\$5,666,377.28
Deposits	\$2,463,877.57	\$2,335,226.86
Interest	<u>1,189.13</u>	<u>1,081.80</u>
Total Receipts	2,465,066.70	2,336,308.66
Total Warrants	<u>(4,128,477.41)</u>	<u>(3,946,739.41)</u>
Bank Balance - End of month	4,027,280.81	4,055,946.53
Outstanding deposits	0.00	124,265.76
Bank clearing error	(48.04)	(48.04)
Less Outstanding Checks/Wires	<u>(559,410.72)</u>	<u>(578,078.18)</u>
Reconciled Bank Balance - End of month	\$3,467,822.05	\$3,602,086.07

December

Percent of Year Completed

33.3%

RECEIPTS

ACCOUNT	ANTICIPATED	M-T-D RECEIVED 2023-24	Y-T-D RECEIVED 2023-24	Y-T-D RECEIVED 2022-23	Year To Date %Received	
					2023-24	2022-23
Local District Taxes	\$20,978,518	\$55,533.40	\$1,628,630.73	\$1,759,894	7.8%	8.4%
Pro-Rata Motor Vehicle Tax	\$45,000	\$0.00	\$5,896.53	\$6,205	13.1%	19.4%
Motor Vehicle Tax	\$3,796,100	\$250,896.64	\$933,473.28	\$1,311,864	24.6%	39.8%
Homestead Exemption Tax	\$550,000	\$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	\$30,000	\$1,189.13	\$7,567.11	\$7,947	25.2%	53.0%
Local License/Police Court	\$30,000	\$914.14	\$13,232.44	\$13,182	44.1%	43.9%
Other Local Revenue	\$1,500	\$617.65	\$618.00	\$0	41.2%	0.0%
County Fines & Licenses	\$70,000	\$7,137.99	\$25,696.56	\$23,087	36.7%	33.0%
State Aid	\$9,687,575	\$968,758.00	\$2,906,274.00	\$3,308,076	30.0%	31.0%
Spec Ed Programs	\$4,188,093	\$557,121.00	\$609,229.00	\$354,035	14.5%	16.9%
Special Ed Transportation	\$240,000	\$0.00	\$0.00	\$0	0.0%	0.0%
State Apportionment	\$435,000	\$0.00	\$0.00	\$0	0.0%	0.0%
Public Power Dist Sales Tax	\$3,950,000	\$0.00	\$7.43	\$7	0.0%	0.0%
Cash Reserve	\$0	\$0.00	\$0.00	\$0	0.0%	0.0%
TOTAL	\$44,001,786	\$1,842,167.95	\$6,130,625.08	\$6,784,297.25	13.9%	16.2%

DISBURSEMENTS

CATEGORY	BUDGET	M-T-D DISBURSED 2023-24	Y-T-D DISBURSED 2023-24	Y-T-D DISBURSED 2022-23	Year To Date % Disbursed	
					2023-24	2022-23
Instructional Services	\$22,885,330	\$1,699,832.68	\$6,803,225.44	\$6,593,862	29.7%	30.4%
Support Services						
Special Education	\$6,576,529	\$509,563.29	\$2,062,065.20	\$1,789,784	31.4%	28.4%
Pupil Services	\$1,442,856	\$47,632.40	\$473,780.01	\$497,348	32.8%	35.4%
Staff Services	\$2,625,844	\$199,771.49	\$834,791.25	\$694,445	31.8%	29.4%
General Administration	\$1,024,545	\$67,392.71	\$272,480.75	\$305,046	26.6%	28.4%
School Administration	\$2,533,986	\$203,710.46	\$851,617.88	\$887,855	33.6%	36.3%
Business	\$831,301	\$63,373.42	\$201,514.42	\$259,279	24.2%	31.5%
Operation of Plant	\$3,493,176	\$242,110.80	\$1,093,298.28	\$1,057,031	31.3%	31.6%
Maintenance of Plant	\$1,118,590	\$77,059.72	\$329,487.14	\$353,323	29.5%	32.9%
Pupil Transportation	\$1,469,629	\$121,665.13	\$474,698.97	\$546,124	32.3%	39.9%
TOTAL	\$44,001,786	\$3,232,112.10	\$13,396,959.34	\$12,984,096.28	30.4%	31.0%
REVENUE OVER EXPENSE	\$0	(\$1,389,944)	(\$7,266,334)	(\$6,199,799)	-16.5%	-14.8%

Ralston Schools Building Fund
Dec-23

FUND NAME	BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
	Nov	Dec	Dec	Dec
BUILDING FUND	\$471,757.41	\$4,028,632.49	(2,713,251.13)	\$1,787,138.77
NSDLAF	\$56,551,941.47	\$236,475.65	(4,000,000.00)	\$52,788,417.12
TOTAL	\$57,023,698.88	\$4,265,108.14	(6,713,251.13)	\$54,575,555.89

RALSTON SCHOOLS BOND FUND
Dec-23

FUND NAME	BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
	Nov	Dec	Dec	Dec
BOND FUND	\$7,049,718.05	10,336.01	-	\$7,060,054.06
INVESTED -US Treas Bills	-	-	-	\$0.00
TOTAL	\$7,049,718.05	\$10,336.01	-	\$7,060,054.06

LUNCH PROGRAM INCOME STATEMENT
Dec-23

	Dec-23	2023-24 YTD
Revenues:		
Lunch program	\$53,980.88	\$207,940.22
Federal funding	361,256.11	\$361,256.11
Catering income	10,052.05	\$15,947.65
Interest	866.58	\$3,172.29
Grants	3,113.45	\$3,113.45
Total Revenues	\$429,269.07	\$591,429.72
Expenses:		
Salaries	\$80,065.73	\$359,517.35
Supplies	3,200.00	\$431,769.70
Repairs/Equip	0.00	\$0.00
Miscellaneous	1,202.89	\$2,617.38
Total Expenses	\$84,468.62	\$793,904.43
Net Income (Loss)	\$344,800.45	(\$202,474.71)

**Ralston Schools Quality Capital Purpose Undertaking Fund
Dec-23**

FUND NAME	BALANCE		RECEIPTS	DISBURSEMENTS	BALANCE
	Nov	Dec	Dec	Dec	Dec
QCPU FUND	\$ 344.79	\$ 44.65	\$ -	\$ -	\$ 389.44
QCPUF BOND FUND	\$ (1,659.37)	\$ 6.62	\$ -	\$ -	\$ (1,652.75)
TOTAL	\$ (1,314.58)	\$ 51.27	\$ -	\$ -	\$ (1,263.31)

**Ralston Schools Depreciation Fund
Dec-23**

FUND NAME	BALANCE		RECEIPTS	DISBURSEMENTS	BALANCE
	Nov	Dec	Dec	Dec	Dec
Depreciation Fund	\$ 3,459,909.65	\$ 684.38	\$ (46,388.64)	\$ (46,388.64)	\$ 3,414,205.39
TOTAL	\$3,459,909.65	\$684.38	(\$46,388.64)	(\$46,388.64)	\$3,414,205.39

RALSTON SCHOOLS ELEMENTARY ACTIVITY FUNDS

31-Dec-23

FUND NAMES	BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
	Nov	Dec	Dec	Dec
ACTIVITY FUND/BLUMFIELD	4,449.43	12.17	108.85	\$4,352.75
ACTIVITY FUND/KAREN WESTERN	(268.77)	1,391.85	220.69	\$902.39
ACTIVITY FUND/MEADOWS	7,096.99	0.00	929.61	\$6,167.38
ACTIVITY FUND/MOCKINGBIRD	441.08	538.80	989.91	(\$10.03)
ACTIVITY FUND/SEYMOUR	9,567.62	942.12	210.44	\$10,299.30
ACTIVITY FUND/WILDEWOOD	843.68	0.00	0.00	\$843.68
ACTIVITY FUND/OFFICE	16,373.95	492.33	0.00	\$16,866.28
ACTIVITY FUND/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	39,281.77	6,688.36	2,895.51	\$43,074.62
ACTIVITY FUND/PARKING LOT	6,660.00	0.00	0.00	\$6,660.00
HIGH SCHOOL STUDENT FEES	(10,430.16)	4,905.74	5,000.00	(\$10,524.42)
MS STUDENT FEES	50.00	0.00	0.00	\$50.00
TOTAL	\$82,430.51	\$14,971.37	\$10,355.01	\$87,046.87
BANK BALANCE	\$89,647.91			
PLUS OUTSTANDING DEPOSITS	\$0.00			
LESS OUTSTANDING CHECKS	(\$2,601.04)			
TOTAL	\$87,046.87			

RALSTON HIGH SCHOOL ACTIVITY FUND

31-Dec-23

FUND NAME'S	BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
	Nov	Dec	Dec	Dec
HIGH SCHOOL	282,178.02	47,625.37	(43,526.24)	286,277.15
TOTAL	\$282,178.02	47,625.37	(43,526.24)	\$286,277.15
Dayspring Bank Balance	\$ 299,710.82			
Outstanding Checks	\$ (13,433.67)			
Bank clearing error	\$ -			
TOTAL	\$ 286,277.15			

Ralston High School Activity Fund Balance Sheet Standard

01/05/24

As of December 31, 2023

Dec 31, '23

ASSETS

Current Assets

Checking/Savings

1000 - Athletic Admin	417.15
1001 - Athletics	61,570.90
1050 - Baseball	2,200.61
1140 - Wrestling	11,175.94
1500 - Cheer	763.70
1520 - Homecoming	2,618.98
1530 - F.C. Athletes	390.16
1535 - Bratfest	0.00
1540 - Dance Team	-2,327.14
1560 - Activity Tickets	198.00
1571 - Boys Basketball	2,888.50
1572 - Cross Country	1,286.87
1575 - Football	-370.48
1576 - Girls Basketball	981.75
1577 - Golf	178.01
1578 - Volleyball	2,788.47
1579 - Girls Softball	3,201.89
1580 - Swim	3,836.04
1582 - Boys Soccer	1,622.37
1583 - Girls Soccer	2,457.33
1584 - Circle of Friends	160.00
1586 - Boys Track	1,081.00
1587 - Girls Track	555.99
1588 - Tennis	2,974.99
2005 - Computer Lab	74.16
2010 - Debate	3,183.76
2015 - Drama	1,235.07
2016 - Drama Travel Club	0.00
2018 - Class of 2018	0.00
2020 - All School Musical	-2,693.87
2027 - Guidance	11,100.91
2028 - Ralston Readers	776.28
2029 - Educators Rising	507.67
2030 - Humanities	0.00
2031 - FFA	3,300.92
2035 - Latino Leaders	181.63
2040 - Instr Music	0.00
2042 - Color Guard	205.63
2060 - Swim School	495.18
2065 - Social Studies Trip	0.00

Ralston High School Activity Fund Balance Sheet Standard

01/05/24

As of December 31, 2023

	<u>Dec 31, '23</u>
2075 - Vocal Music	18,771.15
2076 - Dist. Music	0.00
2080 - Work Experience	0.00
2085 - Yearbook	18,547.25
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	14,044.00
223-Class of 2023	500.81
226 Class of 2026	0.00
225-Class of 2025	0.00
220-Class of 2020	0.00
2500 - HOSA	2,333.54
2509 - Ram Apparel	29.00
2510 - Ram Supply - DO NOT ...	0.00
2511 - Concessions	32,275.77
2515 - FCCLA	391.16
2520 - Industrial Tech	755.13
2521 - Skills USA	2,040.69
2525-Automotive	8,941.77
2530 - Food Pantry	967.01
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	8,941.53
4086 - Homeroom	0.00
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	53,786.00

Ralston High School Activity Fund Balance Sheet Standard

01/05/24

As of December 31, 2023

	Dec 31, '23
5089	0.00
510 - Bowling Team	0.00
525 - Autism Grant	0.00
530 - DECA	-1,960.69
540 - Quiz Bowl	328.49
550 - French Club	50.53
560 - GSA	134.86
565 - History Day	2.59
570 - NHS	251.50
580 - Prom	3,327.93
585 - Science Club	0.00
595 - Spanish Club	284.12
600 - Student Council	981.01
605 - Poetry Festival	0.00
610 - Esports Gaming Club	27.30
224-Class of 2024	239.46
1589 - BSU	382.00
Class 2021	0.00
222-Class of 2022	64.01
221-Class of 2021	0.00
Total Checking/Savings	286,277.15
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	286,277.15
Fixed Assets	0.00
Other Assets	0.00
TOTAL ASSETS	286,277.15
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	0.00

Ralston High School Activity Fund Balance Sheet Standard

01/05/24

As of December 31, 2023

	<u>Dec 31, '23</u>
Credit Cards	0.00
Other Current Liabilities	
Sales Tax Payable	0.00
Total Other Current Liabilities	<u>0.00</u>
Total Current Liabilities	0.00
Long Term Liabilities	0.00
Total Liabilities	<u>0.00</u>
Equity	
Opening Bal Equity	-0.73
Retained Earnings	323,207.20
Net Income	-36,929.32
Total Equity	<u>286,277.15</u>
TOTAL LIABILITIES & EQUITY	286,277.15

2024 Legislative Session*

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

Sun	Mon	Tues	Wed	Thur	Fri	Sat
February						
				1	2	3
				DAY 20	DAY 21	
4	5	6	7	8	9	10
	DAY 22	DAY 23	DAY 24	DAY 25	RECESS	
11	12	13	14	15	16	17
	DAY 26	DAY 27	DAY 28	DAY 29	RECESS	
18	19	20	21	22	23	24
	HOLIDAY	DAY 30	DAY 31	DAY 32	DAY 33	
25	26	27	28	29		
	RECESS	DAY 34	DAY 35	DAY 36		

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

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

Federal & State Holidays

January 15 – Martin Luther King Jr. Day
 February 19 – Presidents' Day

Legislative Recess Days

January 29
 February 9, 16, 26
 March 1, 8, 11, 22, 29
 April 1, 8, 12, 15, 16, 17

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

2023 ADVOCACY HANDBOOK

FOR THE 2023 LEGISLATIVE SESSION

NASB'S LEGISLATIVE & LEADERSHIP INITIATIVES FOR 2023
AND A GUIDE FOR EFFECTIVE ADVOCACY

AS ADOPTED BY THE NASB DELEGATE ASSEMBLY ON NOVEMBER 18, 2022

LEADERSHIP

INNOVATION

VISION

ENGAGEMENT

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



WELCOME - YOUR ROLE

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108TH LEGISLATURE, 1ST 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.

2023 LEGISLATIVE CALENDAR

January 4	2023 Legislative Session begins
January 18	Day 10: Last day to introduce bills
January 22-23	Legislative Issues Conference - Embassy Suites Lincoln
June 9	Day 90: Final Day of the 2023 Legislative Session
July 1	Call for Legislative Submissions for 2024 consideration due
November 17	2023 Delegate Assembly - Omaha

(All Dates are Tentative & Subject to Change)



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Your 2023-24 State Senators	4-5
Your 2023 NASB Legislation Committee	6
NASB Positions: What Does This Represent?	7
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YOUR ROLE - ADVOCACY & ENGAGEMENT

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108TH LEGISLATURE, 1ST SESSION

SHARE YOUR STORY

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

LEGISLATORS CARE ABOUT YOUR OPINION.

REMINDE THEM, YOU ARE THEIR NEIGHBOR.

VOTERS ALSO PUT YOU IN OFFICE.

YOU HAVE AN INFLUENTIAL ROLE IN YOUR COMMUNITY.

YOU KNOW BETTER THAN ANYONE THE EFFECT OF A STATE DECISION.

UNDERSTAND THE DATA THAT WILL MAKE A DIFFERENCE

BUDGET

GENERAL 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/ACHIEVEMENT DATA

SCHOOL

ENROLLMENT
OF KIDS IN PRE-SCHOOL
AVERAGE CLASS SIZE
OF BUILDINGS / # OF TEACHERS

WHAT CAN NASB DO FOR YOU?

Assist you in preparing testimony, talking points, emails, or Op-Eds; 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



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Key Hashtags: [#liveNASB](https://twitter.com/hashtag/liveNASB) [#weLIVEhere](https://twitter.com/hashtag/weLIVEhere)

Nebraska Legislature: www.nebraskalegislature.gov

Senators Web Pages: www.nebraskalegislature.gov/senators



YOUR 2023-24 STATE SENATORS

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108TH LEGISLATURE, 1ST SESSION



Sen. Julie Slama
District 1
Dunbar



Sen. Robert Clements
District 2
Elmwood



Sen. Carol Blood
District 3
Bellevue



Sen. Brad von Gillern
District 4
Elkhorn



Sen. Mike McDonnell
District 5
Omaha



Sen. Machaela Cavanaugh
District 6
Omaha



Sen. Tony Vargas
District 7
Omaha



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. Merv Riepe
District 12
Ralston



Sen. Justin Wayne
District 13
Omaha



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. Christy Armendariz
District 18
Omaha



Sen. Robert Dover
District 19
Norfolk



Sen. John Fredrickson
District 20
Omaha



Beau Ballard
District 21
Lincoln



Sen. Mike Moser
District 22
Columbus



Sen. Bruce Bostelman
District 23
Brainard



Sen. Jana Hughes
District 24
Seward



Sen. Suzanne Geist
District 25
Lincoln

YOUR 2023-24 STATE SENATORS

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108TH LEGISLATURE, 1ST SESSION



Sen. George Dungan
District 26
Lincoln



Sen. Anna Wishart
District 27
Lincoln



Sen. Jane Raybould
District 28
Lincoln



Sen. Eliot Bostar
District 29
Lincoln



Sen. Myron Dorn
District 30
Adams



Sen. Kathleen Kauth
District 31
Omaha



Sen. Tom Brandt
District 32
Plymouth



Sen. Steve Halloran
District 33
Hastings



Sen. Loren Lippincott
District 34
Central City



Sen. Raymond Aguilar
District 35
Grand Island



Sen. Rick Holdcroft
District 36
Bellevue



Sen. John Lowe
District 37
Kearney



Sen. Dave Murman
District 38
Glenvil



Sen. Lou Ann Linehan
District 39
Elkhorn



Sen. Barry DeKay
District 40
Niobrara



Sen. Tom Briese
District 41
Albion



Sen. Mike Jacobson
District 42
North Platte



Sen. Tom Brewer
District 43
Gordon



Sen. Teresa Ibach
District 44
Sumner



Sen. Rita Sanders
District 45
Bellevue



Sen. Danielle Conrad
District 46
Lincoln



Sen. Steve Erdman
District 47
Bayard



Sen. Brian Hardin
District 48
Gering



Sen. Jen Day
District 49
Gretna



Gov. Jim Pillen

YOUR 2023 NASB LEGISLATION COMMITTEE

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108TH LEGISLATURE, 1ST SESSION



Sandy Noffsinger (Chair)
NASB President-Elect
Dundy County Stratton



Kim Burry
NASB President
Bayard



Stacy Jolley
NASB Vice President
Millard



Member 1
Spencer Head
Omaha



Member 2
Jane Erdenberger
Omaha



Member 3
Bob Rauner
Lincoln



Member 4
Kathy Danek
Lincoln



Member 5
Sarah Centineo
Bellevue



Member 6
Beth Morrisette
Westside



Member 7
Suzanne Sapp
Ashland-Greenwood



Member 8
Amanda McGill Johnson
Millard



Member 9
Drew Blessing
Kearney



Member 10
Marla Grier
South Sioux City



Member 11
Doug Keener
Mitchell



Member 12
Ryne Seaman
Seward



Member 13
Steve Blocher
West Point



Member 14
Jim Vlach
Lyons-Decatur



Member 15
Brian Quackenbush
Tri County



Member 16
Judy Thompson
ESU 16



Appointed Member
Lisa Albers
Grand Island



Appointed Member
Skip Altig
North Platte



Appointed Member
Brian Copsy
Gering



Appointed Member
Kyle Fisher
Springfield Platteview



Appointed Member
Steve Koch
Hershey



Appointed Member
Stephanie Summers
David City



Appointed Member
Lisa Wagner
Central City



Appointed Member
Brad Wilkins
Ainsworth

For Even Number Members, Term Ends 2024. For Odd Numbered Members, Term Ends 2026. Appointed Members Serve One-Year Term

NASB POSITIONS ENCLOSED

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108TH LEGISLATURE, 1ST 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 2023 LEGISLATIVE RESOLUTIONS

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108TH LEGISLATURE, 1ST SESSION

... AS APPROVED BY THE LEGISLATION COMMITTEE ON AUGUST 5, 2022
... AND APPROVED BY THE BOARD OF DIRECTORS ON AUGUST 20, 2022
... AND APPROVED BY THE DELEGATE ASSEMBLY ON NOVEMBER 18, 2022

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.

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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.

UPDATING NOTICE REQUIREMENTS

NASB supports updating notice requirements for all school board meetings that recognizes available technology.

YOUR NASB STANDING POSITIONS

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108TH LEGISLATURE, 1ST SESSION

... AS APPROVED BY THE LEGISLATION COMMITTEE ON AUGUST 5, 2022
... AND APPROVED BY THE BOARD OF DIRECTORS ON AUGUST 20, 2022
... AND APPROVED BY THE DELEGATE ASSEMBLY ON NOVEMBER 18, 2022

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.

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BELIEF STATEMENTS FOR AN EFFECTIVE BOARD CONDITIONS OF CHILDREN CURRICULUM & INSTRUCTION FUNDING & FINANCE GOVERNANCE & STRUCTURE PROFESSIONAL STANDARDS & EMPLOYEE RELATIONS STATE POLICY

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)

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108TH LEGISLATURE, 1ST 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)

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)

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108TH LEGISLATURE, 1ST SESSION

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 — LIBRARY/MEDIA CONTENT

NASB supports that school district library/media content is a local decision. (2022)

S-26 — 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-27 — 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-28 — 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-29 — 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-30 — 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-31 — 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-32 — 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)

S-33 — ELIMINATION OF EXPENDITURE LIMITATION

NASB supports legislation eliminating the limitation on general fund expenditures. (2000, amended 2011)

S-34 — 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-35 — 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-36 — 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)

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108TH LEGISLATURE, 1ST SESSION

S-37 — 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-38 — 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-39 — 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-40 — 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-41 — 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-42 — 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-43 — 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-44 — LEGISLATIVE REVIEW OF STATUTORY DEADLINES

NASB urges legislative review of the conflicting mandatory deadlines that affect school revenues and expenditures. (2011)

S-45 — 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)

S-46 — 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-47 — 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-48 — 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-49 — 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)

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108TH LEGISLATURE, 1ST SESSION

S-50 — 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-51 — 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-52 — 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-53 — ALLIED SCHOOLS

NASB opposes legislation that would mandate the formation of an allied system of school districts. (2014, amended 2016)

S-54 — 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)

S-55 — AUTHORITY OF SCHOOL BOARDS

NASB supports the authority of boards of education to effectively govern and execute their statutory responsibilities. (1997, amended 2015)

S-56 — 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-57 — 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-58 — 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-59 — EDUCATIONAL SERVICE UNIT GOVERNANCE

NASB supports governance of ESUs by elected boards and supports local determination of specific mechanisms of that governance. (2005)

S-60 — 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-61 — 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-62 — 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, 2019)

S-63 — 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)

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108TH LEGISLATURE, 1ST SESSION

S-64 — 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-65 — RESTRICTION OF RESOURCES & 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-66 — 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-67 — SCHOOL CALENDARS
NASB opposes state mandated uniform opening and closing dates for local school districts. (prior to 1995)

PROFESSIONAL STANDARDS & EMPLOYEE RELATIONS

S-68 — 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-69 — 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-70 — 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-71 — 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-72 — 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-73 — 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-74 — 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-75 — 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-76 — 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-77 — 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-78 — 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)

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108TH LEGISLATURE, 1ST SESSION

S-79 — 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)

S-80 — 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-81 — CORPORATE SPONSORSHIPS IN SCHOOLS

NASB opposes restrictions on school districts' ability to exercise their best judgment in entering into corporate sponsorship agreements. (2004)

S-82 — 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-83 — 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-84 — 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-85 — 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-86 — 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-87 — 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-88 — 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-89 — 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)



Board of Education Legislative Goals 2023/2024

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 include a focus on Social Emotional Learning, Equity 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).
- 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.
- 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 **Limited English Proficiency** 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, **reduces the tax base for the purpose of funding private schools**, or voucher systems that reduce funding and opportunities for public schools.
- Support school choice through the protection of net option funding.
- **Continue to be a vocal advocate in the legislature for our students, staff and the Greater Ralston Community**

2024 LEGISLATIVE COMMITTEES

Committee on Committees Report Standing Committees

Updated 1/3/2024

Agriculture (8)

Rm. 1524 – Tuesday

Halloran (C), Ibach (VC), Brewer, Hansen, Holdcroft, Hughes, Raybould, Riepe

Appropriations (9)

Rm. 1307 – Monday, Tuesday, Wednesday, Thursday, & Friday

Clements (C), Wishart (VC), Armendariz, Dorn, Dover, Erdman, Lippincott, McDonnell, Vargas

Banking, Commerce and Insurance (8)

Rm. 1507 – Monday & Tuesday

Slama (C), Jacobson (VC), Aguilar, Ballard, Bostar, Dungan, Kauth, von Gillern

Business and Labor (7)

Rm. 1524 – Monday

Riepe (C), Ibach (VC), Blood, Halloran, Hansen, Hunt, McKinney

Education (8)

Rm. 1525 – Monday & Tuesday

Murman (C), Albrecht (VC), Conrad, Linehan, Meyer, Sanders, Walz, Wayne

General Affairs (8)

Rm. 1510 – Monday

Lowe (C), Hughes (VC), Brewer, Cavanaugh, J., Day, Hardin, Holdcroft, Raybould

Government, Military and Veterans Affairs (8)

Rm. 1507 – Wednesday, Thursday, & Friday

Brewer (C), Sanders (VC), Aguilar, Conrad, Halloran, Hunt, Lowe, Raybould

Health and Human Services (7)

Rm. 1510 – Wednesday, Thursday, & Friday

Hansen (C), Hardin (VC), Ballard, Cavanaugh, M., Day, Riepe, Walz

Judiciary (8)

Rm. 1113 – Wednesday, Thursday, & Friday

Wayne (C), DeBoer (VC), Blood, Bosn, DeKay, Holdcroft, Ibach, McKinney

Natural Resources (8)

Rm. 1525 – Wednesday, Thursday, & Friday

Bostelman (C), Moser (VC), Brandt, Cavanaugh, J., Fredrickson, Hughes, Jacobson, Slama

Nebraska Retirement Systems (6)

Rm 1525 – At call of Chair

McDonnell (C), Ibach (VC), Clements, Conrad, Hardin, Vargas

Revenue (8)

Rm. 1524 – Wednesday, Thursday, & Friday

Linehan (C), von Gillern (VC), Albrecht, Bostar, Dungan, Kauth, Meyer, Murman

Transportation and Telecommunications (8)

Rm. 1113 – Monday & Tuesday

Moser (C), Bosn, Bostelman, Brandt, Cavanaugh, M., DeBoer, DeKay, Fredrickson

Urban Affairs (7)

Rm. 1510 – Tuesday

McKinney (C), Hunt (VC), Blood, Cavanaugh, J., Day, Hardin, Lowe

Select Committees

Committee on Committees (13)

Albrecht (C)

District 1:

Bostar
Bostelman
Moser
Sanders

District 2:

Hunt
Linehan
Vargas
von Gillern

District 3:

Erdman
Jacobson
Lowe
Murman

Enrollment and Review (1)

Ballard (C)

Reference (9)

Aguilar (C), Lowe (VC), Arch, Ballard, Bostar, Riepe, Jacobson, Slama, Vargas, Clements (nonvoting ex officio)

Rules (6)

Erdman (C), DeBoer (VC), Bostar, Hansen, Ibach, Arch (ex officio)

Special Committees

Building Maintenance (6)

von Gillern (C), Hughes (VC), Clements, Dorn, Ibach, McDonnell

Education Commission of the States (3)

Kauth, Linehan, Walz

Executive Board of the Legislative Council (9)

Aguilar (C), Lowe (VC), Arch, Ballard, Bostar, Riepe, Jacobson, Slama, Vargas, Clements (nonvoting ex officio)

Justice Reinvestment Oversight (5)

Wayne (C), Cavanaugh, J., DeKay, Holdcroft, Raybould

Legislative Performance Audit (7)

Dorn (C), Jacobson (VC), Arch, Brandt, Cavanaugh, M., Clements,

Midwestern Higher Education Compact (2)

Cavanaugh, J., Walz

Planning Committee (9)

DeBoer (C), Vargas (VC), Arch, Bostar, Cavanaugh, J., Clements, Holdcroft, Ibach

State-Tribal Relations Committee (7)

Day (C), DeKay (VC), Albrecht, Brewer, Hunt, Wayne, Wishart

Statewide Tourism and Recreation Water Access and Resource Sustainability (STAR WARS) (11)

Arch (C), Ballard, Bostar, Bostelman, DeKay, Dover, Holdcroft, Jacobson, McDonnell, Raybould, Wishart

2023 NEBRASKA UNICAMERAL LEGISLATURE
Alphabetical List

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

As of 11/17/2023

Senator	District	Capitol Phone	Room	City
Aguilar, Raymond	35	471-2617	1118	Grand Island
Albrecht, Joni	17	471-2716	1404	Thurston
Arch, John	14	471-2730	2103	La Vista
Armendariz, Christy	18	471-2618	10 th Floor	Omaha
Ballard, Beau	21	471-2673	10 th Floor	Lincoln
Blood, Carol	3	471-2627	1021	Bellevue
Bosn, Carolyn	25	471-2731	1529	Lincoln
Bostar, Eliot	29	471-2734	1012	Lincoln
Bostelman, Bruce	23	471-2719	1210	Brainard
Brandt, Tom	32	471-2711	1528	Plymouth
Brewer, Tom	43	471-2628	1423	Gordon
Cavanaugh, John	9	471-2723	1008	Omaha
Cavanaugh, Machaela	6	471-2714	1115	Omaha
Clements, Robert	2	471-2613	1004	Elmwood
Conrad, Danielle	46	471-2720	1206	Lincoln
Day, Jen	49	471-2725	1018	Omaha
DeBoer, Wendy	10	471-2718	1114	Bennington
DeKay, Barry	40	471-2801	1015	Niobrara
Dorn, Myron	30	471-2620	1208	Adams
Dover, Robert	19	471-2929	2011	Norfolk
Dungan, George	26	471-2610	1016	Lincoln
Erdman, Steve	47	471-2616	1124	Bayard
Fredrickson, John	20	471-2622	2015	Omaha
Halloran, Steve	33	471-2712	1022	Hastings
Hansen, Ben	16	471-2728	1402	Blair
Hardin, Brian	48	471-2802	2004	Gering
Holdcroft, Rick	36	471-2642	10 th Floor	Bellevue
Hughes, Jana	24	471-2756	10 th Floor	Seward
Hunt, Megan	8	471-2722	2107	Omaha
Ibach, Teresa	44	471-2805	1110	Sumner
Jacobson, Mike	42	471-2729	1523	North Platte
Kauth, Kathleen	31	471-2327	1522	Omaha
Linehan, Lou Ann	39	471-2885	1116	Elkhorn
Lippincott, Loren	34	471-2630	1017	Central City
Lowe, John S., Sr.	37	471-2726	1019	Kearney
McDonnell, Mike	5	471-2710	1101	Omaha
McKinney, Terrell	11	471-2612	1212	Omaha
Meyer, Frederic	41	471-2631	2108	St. Paul
Moser, Mike	22	471-2715	1202	Columbus
Murman, Dave	38	471-2732	1107	Glenvil
Raybould, Jane	28	471-2633	10 th Floor	Lincoln
Riepe, Merv	12	471-2623	2010	Ralston
Sanders, Rita	45	471-2615	2028	Bellevue
Slama, Julie	1	471-2733	1117	Sterling
Vargas, Tony	7	471-2721	1000	Omaha
von Gillern, R. Brad	4	471-2621	10 th Floor	Elkhorn
Walz, Lynne	15	471-2625	1120	Fremont
Wayne, Justin T.	13	471-2727	1103	Omaha
Wishart, Anna	27	471-2632	2000	Lincoln

2023 NEBRASKA UNICAMERAL LEGISLATURE

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

As of 11/17/2023

District	Senator	Capitol Phone	Room	City
1	Slama, Julie	(402) 471-2733	1117	Sterling
2	Clements, Robert	(402) 471-2613	1004	Elmwood
3	Blood, Carol	(402) 471-2627	1021	Bellevue
4	von Gillern, R. Brad	(402) 471-2621	10 th Floor	Elkhorn
5	McDonnell, Mike	(402) 471-2710	1101	Omaha
6	Cavanaugh, Machaela	(402) 471-2714	1115	Omaha
7	Vargas, Tony	(402) 471-2721	1000	Omaha
8	Hunt, Megan	(402) 471-2722	2107	Omaha
9	Cavanaugh, John	(402) 471-2723	1008	Omaha
10	DeBoer, Wendy	(402) 471-2718	1114	Bennington
11	McKinney, Terrell	(402) 471-2612	1212	Omaha
12	Riepe, Merv	(402) 471-2623	2010	Ralston
13	Wayne, Justin T.	(402) 471-2727	1103	Omaha
14	Arch, John	(402) 471-2730	2103	La Vista
15	Walz, Lynne	(402) 471-2625	1120	Fremont
16	Hansen, Ben	(402) 471-2728	1402	Blair
17	Albrecht, Joni	(402) 471-2716	1404	Thurston
18	Armendariz, Christy	(402) 471-2618	10 th Floor	Omaha
19	Dover, Robert	(402) 471-2929	2011	Norfolk
20	Fredrickson, John	(402) 471-2622	2015	Omaha
21	Ballard, Beau	(402) 471-2673	10 th Floor	Lincoln
22	Moser, Mike	(402) 471-2715	1202	Columbus
23	Bostelman, Bruce	(402) 471-2719	1210	Brainard
24	Hughes, Jana	(402) 471-2756	10 th Floor	Seward
25	Bosn, Carolyn	(402) 471-2731	1529	Lincoln
26	Dungan, George	(402) 471-2610	1016	Lincoln
27	Wishart, Anna	(402) 471-2632	2000	Lincoln
28	Raybould, Jane	(402) 471-2633	10 th Floor	Lincoln
29	Bostar, Eliot	(402) 471-2734	1012	Lincoln
30	Dorn, Myron	(402) 471-2620	1208	Adams
31	Kauth, Kathleen	(402) 471-2327	1522	Omaha
32	Brandt, Tom	(402) 471-2711	1528	Plymouth
33	Halloran, Steve	(402) 471-2712	1022	Hastings
34	Lippincott, Loren	(402) 471-2630	1017	Central City
35	Aguilar, Raymond	(402) 471-2617	1118	Grand Island
36	Holdcroft, Rick	(402) 471-2642	10 th Floor	Bellevue
37	Lowe, John S., Sr.	(402) 471-2726	1019	Kearney
38	Murman, Dave	(402) 471-2732	1107	Glensvil
39	Linehan, Lou Ann	(402) 471-2885	1116	Elkhorn
40	DeKay, Barry	(402) 471-2801	1015	Niobrara
41	Meyer, Frederic	(402) 471-2631	2108	St. Paul
42	Jacobson, Mike	(402) 471-2729	1523	North Platte
43	Brewer, Tom	(402) 471-2628	1423	Gordon
44	Ibach, Teresa	(402) 471-2805	1110	Sumner
45	Sanders, Rita	(402) 471-2615	2028	Bellevue
46	Conrad, Danielle	(402) 471-2720	1206	Lincoln
47	Erdman, Steve	(402) 471-2616	1124	Bayard
48	Hardin, Brian	(402) 471-2802	2004	Gering
49	Day, Jen	(402) 471-2725	1018	Omaha

NASB BOARD NOTES

A MONTHLY PUBLICATION FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS



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1,700 Locally Elected School Board Members

260 Member Districts/ESUs

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Snapshots



IN THIS EDITION OF BOARD NOTES ...

**TRAINING, NETWORKING, ENGAGEMENT & EVENTS
YOUR 2024 ADVOCACY HANDBOOK IS NOW POSTED
AT THE BOARD TABLE**

NASB LEGISLATIVE ISSUES CONFERENCE

SCHOOL BOARD MEMBER WEEK STARTS JANUARY 21

LOOK FOR YOUR 2024 MEMBERSHIP GUIDE SOON

FROM OUR FAMILIES TO YOURS, MERRY CHRISTMAS ... AND A HAPPY NEW YEAR!

THIS MONTH IN ... AND MUCH MORE!

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

TRAINING, NETWORKING, ENGAGEMENT & EVENTS

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<https://members.nasbonline.org/events>



The 2024 Legislative Session will begin Wednesday, January 3

School Board Member Week in Nebraska - January 21-28

Legislative Issues Conference - January 21-22 - Lincoln

Board Presidents Retreat - January 28-29 - Norfolk



REG NOW!



Board Presidents Retreat - February 4-5 - Kearney



Budget & Finance Workshop - March 5 - Lincoln

Budget & Finance Workshop - March 19 - North Platte

Budget & Finance Workshop - March 20 - Gering

NAEP State Convention - March 27-28 - Kearney



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.



Your Monthly Board Agenda Update Video Links from NASB

<https://members.nasbonline.org/news-resources/video-library>

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<https://members.nasbonline.org/government-relations/nasb-advocacy-handbook>

With the official approvals taking place by you and your peer school board members at the November Delegate Assembly, we can now post the 2024 Advocacy Handbook, to be used as a guideline during the upcoming Legislative Session which begins Wednesday, January 3rd.

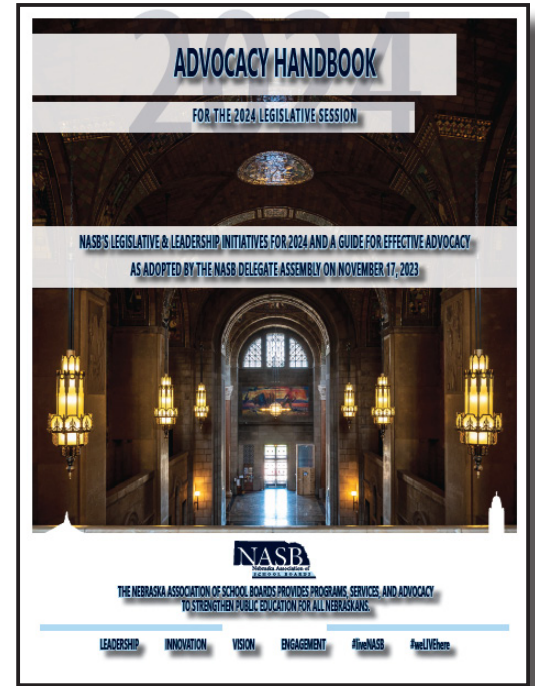
The Advocacy Handbook, which includes NASB's legislative and leadership initiatives, as well as tips for effective advocacy and much more, is now available to view, download, and print at the Government Relations section of the NASB website, and the link above.

Newly added is our Standing Position S-62, titled "Local Control and the Possession of Firearms on School Grounds" which reads, *NASB supports the rights of local school boards to determine the appropriateness, guidelines, and ability for the possession of firearms by non-law enforcement personnel on school grounds or at school related activities.*

All other items within the Handbook remain the same as last year.

We look forward to working for and with you this session ... do not hesitate to reach out to NASB at any time with questions on particular bills, initiatives, becoming more engaged, or the overall legislative process in general.

Matt, Colby, John & Lindsey
Your NASB Legislative Team



Interested in becoming more engaged in the legislative process? Whether it is from home, or in Lincoln, scan here to let us help you share your story, and advocate for public education in Nebraska as bills, topics, and issues arise.



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BOARD CALENDAR AGENDA ITEMS FOR YOUR MONTHLY MEETINGS

<https://members.nasbonline.org/board-leadership>



Each month, this space reflects recommended regular board meeting agenda items to include in the upcoming board meeting agenda. Please contact Marcia at mherring@NASBonline.org if you have questions or recommendations for improving the Board Meeting Annual Calendar.

JANUARY BOARD AGENDA ITEMS

In addition to routine agenda items, time sensitive topics include:

ANNUAL REORGANIZATION MEETING

- I. Election of Officers (President, Vice President, Secretary, and Treasurer)
- II. Review Board Code of Conduct/Ethics Policy
- III. Sign and identify conflict of interest per NADC form [File with Board Secretary]
- IV. Adopt 2024 NASB Annual Board Calendar
- V. Identify, designate, and Approve – Legal Counsel, Depository bank(s), District Newspaper of Record
- VI. Appoint annually Non-Discrimination Compliance Coordinator
- VII. Readopt Existing Policies, Regulations, and Handbooks

POLICY

- I. Assign and adopt Board Committee Assignments [Per Board Policy]
- II. Establish and adopt a Board Policy Review process

DISTRICT/ESU RESOURCES [BUDGET]

- I. Collective Bargaining – On or before **February 8** if an agreement is not reached, the parties shall submit to mandatory mediation or fact-finding as ordered by the commission, unless the parties mutually agree, in writing, to forgo mandatory mediation or fact finding. Within fourteen days after such date, file a petition with the commission. §48-818.01

BOARD-SUPERINTENDENT RELATIONS

- I. Collaborate with superintendent/ESU Administrator to develop new and or updated goals to align with the recent evaluation summary.

LEARNING COMMUNITY

- I. Diversity Plan; contents; approval; report. On or before February 1 of each odd-numbered year the LCCC shall report to the Education Committee on the diversity and changes within the learning community. §79-2118

CONTINUED ON PAGE 5

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BOARD CALENDAR AGENDA ITEMS FOR YOUR MONTHLY MEETINGS

<https://members.nasbonline.org/board-leadership>

CONTINUED FROM PAGE 4

BOARD SELF-ASSESSMENT

Following the board's evaluation of the superintendent or ESU Administrator, consider administering a Board Self-Assessment. This provides an opportunity for board members to self-reflect and collectively consider the effectiveness of the board's governance leadership and working relationship with the superintendent or ESU Administrator. Schedule a board retreat with Marcia or Stacie to review the results and participate in discussion of goals to address the board's identified areas of growth. Please contact Katie Corfield at kcorfield@NASBonline.org or Marcia Herring at mherring@NASBonline.org or 402-817-0296 to schedule a time to administer the board self-assessment.

BOARD RETREAT

As the new year is fast approaching, it is a perfect time to schedule a board retreat to set goals, discuss the board role and responsibilities, develop board protocols, or customize the retreat to meet the board-superintendent/ESU Administrator vision or needs. Please contact Marcia Herring at mherring@NASBonline.org or 402-817-0296 to schedule for the Board's next Retreat.

UPCOMING NASB BOARD LEADERSHIP EVENTS

NASB President Retreats
January 28-29 in Norfolk - February 4-5 in Kearney

Join the NASB Board Leadership Team in Norfolk and Kearney for the opportunity to engage with fellow other leadership teams including the board president, aspiring presidents, and superintendents. The agenda will include a leadership activity on Sunday, social, dinner, and a full agenda on Monday addressing board meeting protocols, Open Meetings Law, policy, committee work, scenarios, goal planning, superintendent evaluation, and more. Stay tuned for more information regarding the registration details. Learn more at <https://members.nasbonline.org/events/board-president-retreat>

happy new year

NASB LEGISLATIVE ISSUES CONFERENCE

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<https://members.nasbonline.org/events/legislative-issues-conference>

REG
NOW!

NASB LEGISLATIVE ISSUES CONFERENCE

JANUARY 21-22 - CORNHUSKER MARRIOTT LINCOLN

SENATORS BOSTAR, BREWER, CONRAD, HUGHES, IBACH, AND SANDERS. COMMISSIONER MAHER. GOVERNOR PILLEN.

2024 TEMPERATURE CHECK, ENGAGEMENT, SCHOOL SAFETY, BILL OVERVIEW, LUNCH WITH SENATORS, AND MORE!

In 2023 there was a New Governor ... 16 New State Senators ... New Speaker ... New Committee Chairs ... Two New Faces on the State Board of Education ... New Commissioner of Education ... New AG ... New Faces in DC ... New Faces On Your Board. Where are we at one year later?

Presented annually, hear from the movers and shakers inside the Legislature about the key issues affecting Nebraska's public schools. The Governor's Office, Speaker, key Committee Chairs, a number of other Senators and education stakeholders are invited to share their respective views throughout the morning. See what key bills are in play and get a first hand look at anything that will have an impact on public education in Nebraska during this year's legislative session.

SUNDAY, JANUARY 21

6:00 PM Reception, Dinner & Program - Brian Maher, Commissioner of Education
Six months in, hear the new Commissioner's plans and initiatives for NDE in his first year, and how school boards can work closer with the Department for future collaborations and continuity. There will also be time for Q&A.
Hospitality event to follow.

MONDAY, JANUARY 22

8:00 AM Registration

8:30 AM Welcome and Introductions - Sandy Noffsinger, NASB President
Education leaders have been invited to share their respective views throughout the morning. Get a firsthand look at all the bills introduced that will have an impact on public education in Nebraska during this year's legislative session.

12:00 PM Lunch with the Senators

1:30 PM Adjournment



To register go to the *My Membership* tab of the NASB website and log in using your email and password

SCHOOL BOARD MEMBER WEEK STARTS JANUARY 21

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<https://members.nasbonline.org/events/school-board-member-week>

THANK YOU SCHOOL BOARDS!!!!

The week of January 21-28, 2024 will serve as School Board Recognition Week in Nebraska. Thanks to the 1,700 locally elected volunteers who make up the Board of Education for Nebraska's Public Schools and ESUs. Through their leadership, innovation, vision and engagement, they make Nebraska a better place to live.



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LOOK FOR YOUR 2024 MEMBERSHIP GUIDE SOON

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<https://members.nasbonline.org/news-resources/annual-membership-guide>

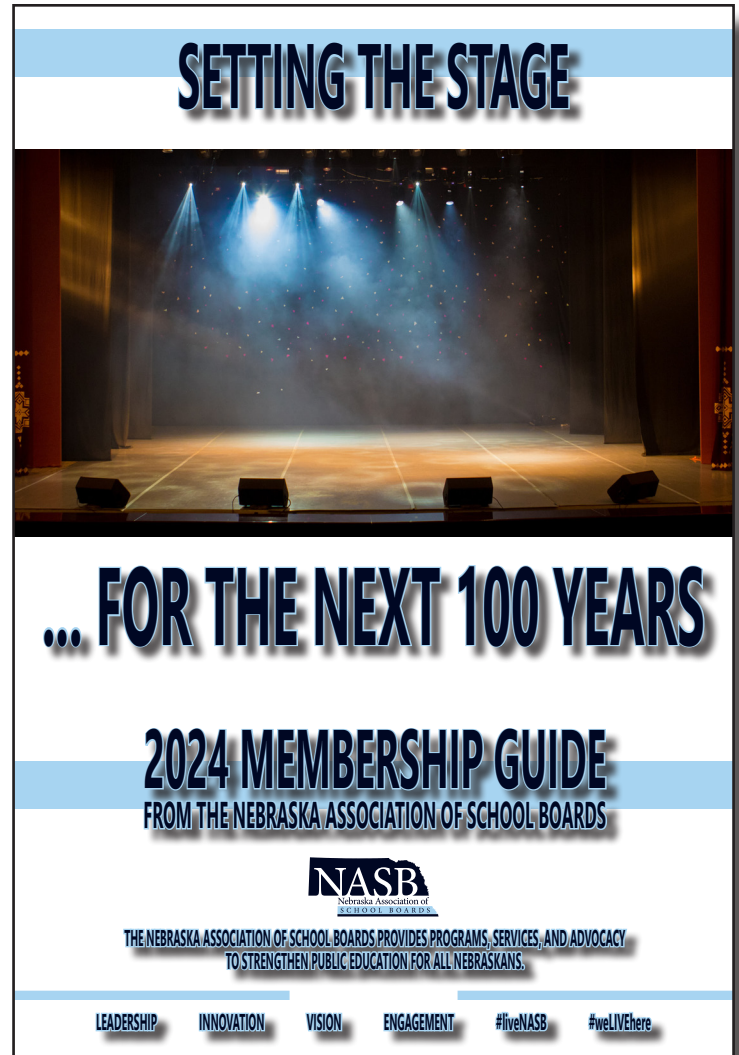
Each year, members receive the annual Membership Guide, a full-scale publication that includes information on everything NASB is and does such as:

- The History of NASB
- Organizations NASB is Responsible For
- Complexities & Governance Structure
- Your 2024 NASB Board of Directors
- NASB Region Bylaws
- Your 2024 NASB Legislation Committee
- Advocacy & Engagement - What Is Your Role?
- Awards of Achievement & NASB Board Awards
- Ann Mactier - School Board Member of the Year
- Your NASB Programs & Services
- Your NASB Staff
- NASB's Endorsed Services
- 2024 Platinum & Gold Level Affiliate Partners
- And more ...

Look for these Guides to be delivered early 2024!

To give you a little more about the theme of this year's Membership Guide, "Setting The Stage For The Next 100 Years," in 2018, NASB celebrated its 100th year of existence. At that time, your NASB Board of Directors began a governance review to examine how the organization should evolve and be governed over the next 100 years.

At the 2023 Delegate Assembly this past November, the membership voted to accept the recommended changes from the Board which will take effect November 2024.



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FROM OUR FAMILIES TO YOURS, MERRY CHRISTMAS ...

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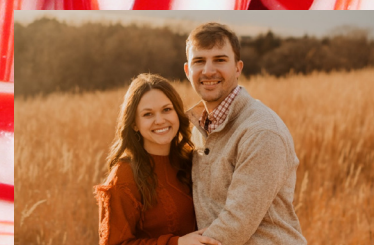
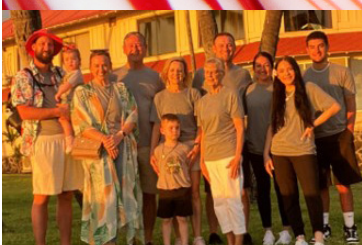
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<https://members.nasbonline.org/about-us/nasb-staff>



... AND HAPPY NEW YEAR!

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... POLICY

An interesting year of writing policies winds down, having covered a spectrum of topics as wide as administering Naloxone for opioid overdoses to dealing with artificial intelligence in education. For a few districts who needed it, we've created a policy for handling the recording or transmitting of audio and video in non-public meeting settings, such as meetings with supervisors. All cellphones have recording capabilities, and this is another sign of the times. It's available if your district has also had an issue with this.

Contact Jim to learn more!

... EDUCATION LEADERSHIP SEARCH

For districts/ESUs facing a vacancy, we offer a free proposal to outline the steps of a search process. We are also available to answer questions on best practice.

If you are an applicant, click the link to view openings or create a profile at <https://nasb.myrevelus.com/>

There are multiple openings on our website with upcoming deadlines. <https://members.nasbonline.org/elss>

Contact Shari Becker with questions sbecker@NASBonline.org

... DATA ANALYTICS

Last year's state standardized test results are available, and the next few months might be a great time to examine your students' scores in relationship to various nearby districts and districts of a similar size. We can supply that NDE information to you in way that quickly makes sense of the numbers, along with other relevant information such as poverty and mobility indicators that may be influential in your school's results.

Contact Jim to learn more!

... MEMBER ENGAGEMENT

We look forward to seeing you throughout January & February at a number of NASB events including the Legislative Issues Conference and President's Retreats.

Great to visit the following districts throughout December: Bridgeport, Creek Valley, Minatare, Morrill, Potter-Dix, Sidney, & South Central Unified
- Sharon -

... BOARD LEADERSHIP

Check out "At the Board Table" on pages 4&5.

Marcia, Kari, Katie, Caden, Stacie & Ben

... ENERGY PURCHASING

This winter has created the rare situation of declining gas prices as we move further into the winter months. It's given us the chance to purchase some of our gas needs already for next winter. It is truly unusual to do that in December, but it's another example of the value of buying layers of expected gas needs throughout the year and having experienced consultants who watch the commodity markets for us every day. NJUMP and CJUMP are expecting to add new members for next winter's heating season and Jim Luebbe can provide you with the information to get that done.

Contact Jim to learn more!

... FOUNDATION

The Nebraska Public Leadership Foundation (NPLF) has created a scholarship program for high school seniors who are pursuing higher education to become a teacher in a Nebraska public school system. In thousands of classrooms across Nebraska, teachers lead our students to discover new and important facts and ideas, the steppingstones that shape their future. NPLF supports the students who want to give to the overall mission of success for every student in Nebraska. Please consider helping today's student leaders become tomorrow's education leaders by donating to the NPLF Student Scholarship Program at www.nepublicleadership.org.



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... ADVOCACY & GOVERNMENT RELATIONS

The 2024 Session starts Wed, January 3!
Bookmark NASB's GR & Bills web pages at
<https://members.nasbonline.org/government-relations>

Join us! Legislative Issues Conference,
January 21-22. Learn more on Page 6.

Call Colby & Matt with questions any time!

... ALICAP & INSURANCE

The ALICAP team would like to wish all
191 participating schools and ESUs a very
Merry Christmas and Happy New Year!
Thanks for making 2023 a great year!

Thanks, Megan!

... TECHNOLOGY

As staff negotiations begin to wind down,
please remember to enter your 2024-25
negotiated agreement into the Contract
Settlement Form. If you need assistance,
please email Darion!

Welcome to our newest Negotiations
subscriber, Mead Public Schools!

Happy Holidays!

Darion - dmilller@NASBonline.org

Nicole - nkobus@NASBonline.org

www.sparqdata.com



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Managing Director,
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Cody Wickham
Senior Vice President,
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Andy Forney
Senior Vice President,
Public Finance
402-392-7988
aforney@dadco.com

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- Lease-Purchase Financing
- QCPUF Bonds
- Refinancing Bond Issues



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The Twelve Days of School Boards

- 12 ... Months of Engagement
- 11 ... No, eMeetings
- 10 ... Levels of Achievement
- 9 ... Area Meetings
- 8 ... Well at State Conference
- 7 ... Teen Hundred Board Members
- 6 ... Average Size Board
- 5 ... Current Searches
- 4 ... Golf With Us Each June
- 3 ... All-Women Boards
- 2 ... Board President Retreats

And A Warm Holiday Wish From NASB!

YOUR NASB BOARD OF DIRECTORS & STAFF

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YOUR NASB OFFICERS

<https://members.nasbonline.org/board-of-directors>



Sandy Noffsinger - President
Dundy County Stratton



Stacy Jolley - President-Elect
Millard



Brad Wilkins - Vice President
Ainsworth



Kim Burry - Past President
Bayard

YOUR NASB REGION DIRECTORS

<https://members.nasbonline.org/board-of-directors>



Region 1 - Neal Kanel
HTRS



Region 2 - Sarah Centineo
Bellevue



Region 3 - Renee Vokt
Elkhorn



Region 4 - Elizabeth Kumru
Ralston



Region 5 - Shavonna Holman
Omaha



Region 6 - Ricky Smith
Omaha



Region 7 - Tracy Casady
Omaha



Region 8 - Bob Rauner
Lincoln



Region 9 - Annie Mumgaard
Lincoln



Region 10 - Ed Swotek
Malcolm



Region 11 - Jim Vlach
Lyons-Decatur Northeast



Region 12 - Lisa Wagner
Central City



Region 13 - Marilyn Bohn
ESU 10



Region 14 - Steve Koch
Hershey



Region 15 - Vacant



Region 16 - Stephanie Summers
David City



Region 17 - Michelle Reikofski
Osmond



Region 18 - Susan Ernest
Leyton



Region 19 - Amanda McGill Johnson
Millard

YOUR NASB STAFF

<https://members.nasbonline.org/about-us/nasb-staff>

- John Spatz**  Executive Director
- Ben Anderjaska**  Board Leadership Data and Support Specialist
- Megan Boldt**  Associate Executive Director
Director of ALICAP
- Katie Corfield**  Board Leadership Associate
- Stacie Higgins**  Board Leadership Specialist
- Kem Loecker**  Executive Administrative Assistant

- Makenzie Barry**  ALICAP Data & Financial Specialist
- Craig Caples**  Director of Technology
- Sharon Endorf**  Director of Member Engagement
- Sallie Horky**  Chief Operating Officer
- Jim Luebbe**  Director of Policy Services

- Shari Becker**  Director of Education
Leadership Search Service
- Abi Carlson**  Event & Search Service Associate
- Caden Frank**  Board Leadership Community Engagement Specialist
- Rachel Horstman**  Business Manager
- Kari Stephens**  Board Leadership Development & Learning Specialist

- Matt Belka**  Director of Marketing, Communications & Advocacy
- Colby Coash**  Associate Executive Director
Dir. of Government Relations
- Marcia Herring**  Director of Board Leadership
- Nicole Kraus**  Events & Engagement Associate
- Lindsey Wooton**  Administrative Specialist

YOUR 2023 NASB AFFILIATES

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YOUR 2023 PLATINUM & GOLD AFFILIATES



ACCOUNTING

Watts and Hershberger, P.C. - Jim Watts - 402-483-7512 - jw1cpa@aol.com - <https://gowh.com/> - (CPA, Accounting)

ARCHITECTS

BCDM Architects - Pat Carson - 402-384-6422 - pcarson@bcdm.net - www.bcdm.net - (Creating environments that form people) - PLATINUM LEVEL AFFILIATE

BVH Architecture - Cleve Reeves - 402-475-4551 - creeves@bvh.com - www.bvh.com - (We are a design-centered critical practice. We embrace a creative and collaborative process to design architecture that enhances the community in which it serves.) - PLATINUM LEVEL AFFILIATE

Clark & Enersen - Steve Miller - 402-477-9291 - steve.miller@clarkenersen.com - www.clarkenersen.com - (From the very beginning, partnership has defined us. We're continuing that tradition through our new brand by returning to our original name with a refreshed look.) PLATINUM LEVEL AFFILIATE

CMBA Architects - Jim Brisnehan - 308-384-4444 - brisnehan.j@cmbaarchitects.com - Troy Keilig - 308-384-4444 - keilig.t@cmbaarchitects.com - Courtney Koch - 308-384-4444 - koch.c@cmbaarchitects.com - www.cmbaarchitects.com - (Architecture, Master Planning, Interiors, Bond Assistance/Community Engagement) - PLATINUM LEVEL AFFILIATE

CONTINUED ON PAGE 14

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ARCHITECTS (CONTINUED)

Carlson West Povondra Architects - Jamie Eckmann - 402-551-1500
jeckmann@cwparcitects.com - www.cwparcitects.com - (Architecture, planning, feasibility studies) - GOLD LEVEL AFFILIATE

DLR Group - Vanessa Schutte - 402-393-4100 - vschutte@dlrgroup.com
www.dlrgroup.com - (Architecture, engineering, Ed. facility planning)

Wilkins Architecture Design Planning - Jacob Sertich
jsertich@wilkinsadp.com - 308-237-5787 - www.wilkinsadp.com - Our success is based on a "yes, and..." approach. Our clients believe in us because we're collaborative, adaptive, innovative, and genuine. - PLATINUM LEVEL AFFILIATE

AWARDS & PLAQUES

Awards Unlimited - Tim Moravec - 402-474-0815
tmoravec@awardsunlimited.com - www.awardsunlimited.com
(Trophies, awards, plaques, etc.)

CONSTRUCTION SERVICES

BD Construction - Marsha Wilkerson - 308-234-1836
mwilkerson@bdconstruction.com - www.BDConstruction.com - (Construction Management at Risk and as Agent, Facility Planning, Site Selection, Pre-bond Community Education, Stakeholder Engagement) - GOLD LEVEL AFFILIATE

Boyd Jones Construction - Emily Bannick - 402-550-1808
ebannick@boydjones.biz - www.boydjones.biz - (Construction Management, Pre-Bond, Pre-Construction, Facility Evaluation, Early Stage Planning)
PLATINUM LEVEL AFFILIATE

Cheever Construction - Douglas Klute - 402-477-6745
dklute@cheeverconstruction.com - www.cheeverconstruction.com
GOLD LEVEL AFFILIATE

Global Roofing Company - Job LeRay - 800-257-3758
leray@globalroofingcompany.com - www.globalroofingcompany.com/
(Full service roofing company specializing in commercial, industrial, and multi-family re-roofing installations with a focus on flat, low sloped, and metal re-roofing applications.) - PLATINUM LEVEL AFFILIATE

Hausmann Construction - Ashley Abramson - 402-438-3230
ashleya@hausmannconstruction.com - https://hausmannconstruction.com/
PLATINUM LEVEL AFFILIATE

MCL Construction - Heather Fredrick - 402-339-2221
haf@mclconstruction.com - www.mclconstruction.com - (Navigating the entire construction process) GOLD LEVEL AFFILIATE

Project Control - Adam Hoebelheinrich - ahoebelheinrich@projectcontrol.com
Caleb Swanson - cswanson@projectcontrol.com - Justin Short
jshort@projectcontrol.com - Patti McAtee - pmcatee@projectcontrol.com
402-477-0487 - https://projectcontrol.com/ - (With over 1,000 completed school projects, Project Control provides public and private schools expertise in managing capital projects, from non-bond large capital improvement planning and budgeting, bond preparation, and facility assessments through design and construction to occupancy.) - GOLD LEVEL AFFILIATE

Sampson Construction, Co., Inc. - Bob Everitt - 402-434-5450
bob.everitt@sampson-construction.com - https://www.sampson-construction.com/
(With over six decades of professional construction expertise and knowledge, quality is an uncompromising standard.) - PLATINUM LEVEL AFFILIATE

CONSULTING

Akagi Consulting LLC - Mark Akagi - markakagi3@gmail.com

DATA SECURITY, VIDEO & COMMUNICATIONS

Filament Essential Services - Lisa Lewis - 402-479-6661 - lisal@fes.org
www.filamentservices.org - (SOCS websites+apps, Marketing/Branding/Video, Data. Filament Essential Services is a new division of FES)
PLATINUM LEVEL AFFILIATE

DESIGN BUILD

Ayars & Ayars, Inc. - Darl Naumann - 402-435-8600 - 402-570-9214
dnaumann@ayarsayars.com - www.ayarsayars.com - (Design-build leader focused on creating opportunities by building beneficial relationships, processes, and projects) - GOLD LEVEL AFFILIATE

ENERGY SERVICES

Community Building Solutions - Jacob Hurla - 785-580-3014
jhurla@communitybuildingsolutions.com - (Providing a cost-effective avenue for school districts to address outdated equipment, resolve comfort challenges, and reduce energy and maintenance costs. Serving underserved rural communities cost-effectively is the core of our mission.)
PLATINUM LEVEL AFFILIATE

Facility Advocates - Dave Raymond - 402-206-8777
draymond@facilityadvocates.com - www.facilityadvocates.com - (Building Construction & Energy Services) - GOLD LEVEL AFFILIATE

Navitas - Ryan Terry & Shane Alexander - 402-840-0370
salexandereds@gmail.com - rterry@navitas.us.com - https://navitas.us.com/
(Energy Savings, Building Construction, Energy Management, Guaranteed Results) - GOLD LEVEL AFFILIATE

TRANE - Matt Foertsch - 402-596-8007 - mfoertsch@trane.com
www.trane.com/omaha - (Building Construction & Energy Services. A global provider of indoor comfort syste) - GOLD LEVEL AFFILIATE

FINANCIAL SERVICES

D.A. Davidson & Co. - Paul Grieger - 402-392-7986 - pgrieger@dadco.com
Cody Wickham - 402-392-7989 - cwickham@dadco.com - Andy Forney
402-392-7988 - aforney@dadco.com - www.dadavidson.com - (Bonds/
Election Services, Lease Purchase) - PLATINUM LEVEL AFFILIATE

First National Capital Markets - Tobin Buchanan - 308-352-8328
tbuchanan@fnni.com - Carl Dietz - 308-289-3920 carldietz@fnni.com
www.fncapitalmarkets.com (Public Finance, Election Guidance)
GOLD LEVEL AFFILIATE

Nebraska Liquid Asset Fund - NLAFF - Barry Ballou - 402-705-0350
- balloub@pfmam.com - www.NLAFFpool.org - (Liquid Asset Fund, financing programs) - PLATINUM LEVEL AFFILIATE

Piper Sandler - Jay Spearman - 402-599-0307
jayspearman@psc.com - (Financing for Capital Construction Products, Bonds, Refunding Bonds, Notes, NASB Lease Purchase) - PLATINUM LEVEL AFFILIATE

FOOD SERVICE

Lunchtime Solutions - Susan Gracey - 402-984-4546
s.gracey@lunchtimesolutions.com - www.lunchtimesolutions.com
(Progressive Food Service Management) - GOLD LEVEL AFFILIATE

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<https://members.nasbonline.org/about-us/affiliate-members>

FOOD SERVICE

Opaa! Food Management of Nebraska - Greg Frost - 816-210-9359
gfrost@opaafod.com - www.opaafod.com - (Contract Food Service Management)

FUNDRAISING

Omaha Public Schools Foundation - Toba Cohen-Dunning - 402-502-3003
toba.cohendunning@ops.org - <https://omahapublicschoolsfoundation.org>
(The Omaha Public Schools Foundation enriches students' lives by funding opportunities for success.) - Silver Level Affiliate

INSURANCE SERVICES

American Fidelity - Stacey Anderson - 402-432-2251
Stacey.anderson@americanfidelity.com - www.americanfidelity.com/nebraska
(Solutions built for the education community) - PLATINUM LEVEL AFFILIATE

Blue Cross Blue Shield of Nebraska - Brett Young - 402-630-5117
brett.young@nebraskablue.com - www.nebraskablue.com
(Group health insurance) - GOLD LEVEL AFFILIATE

National Insurance Services - Megan Ware - 402-506-2170
mware@nisbenefits.com - www.nisbenefits.com
(Group LTD, Life, Vision, Special Pay Plans, HRA's)

Public Risk Management - Sheri Shonka - 402-884-3751
sheri.shonka@prnme.com - www.alicap.org - (ALICAP, Insurance services)
PLATINUM LEVEL AFFILIATE

LEGAL SERVICES

Mueller Robak, LLC - William Mueller - 402-434-3399
mueller@muellerrobak.com - (Lobby firm)

MENTORING

TeamMates Mentoring - Hannah Miller - 319-610-8538
hannah@teammates.org - www.teammates.org
(Together we transform lives) - Silver Level Affiliate

PLAYGROUND/SCOREBOARDS/SURFACING

Creative Sites, LLC - Julie Kutilek - 402-614-4606 - 800-266-1250
julie@creativesitesllc.com - (Playground equipment and site furnishings)
GOLD LEVEL AFFILIATE

Crouch Recreation - Eric Crouch - 402-496-2669 - eric@crouchrec.com
www.crouchrec.com - (Playgrounds, Shelters, Scoreboards, Safety Surfacing & Site Amenities Manufacturers Rep) - PLATINUM LEVEL AFFILIATE

Fisher Tracks, Inc. - Jordan Fisher - 800-432-3191 - 515-432-3191
jfisher@fishertracks.com - www.fishertracks.com - (Installation, Refurbishment & Design Build of All-Weather Running Tracks)

Outdoor Recreation Products - Don Wilson - 402-289-0400
don@outdoorrec.net - www.outdoorrecreationproducts.com
(We help consult and guide school districts in the best commercial grade playground equipment, shade, surfacing, site furnishings, and splash pads that fits their budget.) - GOLD LEVEL AFFILIATE

SAFETY & SECURITY SERVICES

One Source The Background Check Company - Neal Josten - 402-933-9999
njosten@onesourcebackground.com - www.onesourcebackground.com
(Employment, Volunteer, Contractor Screening) - GOLD LEVEL AFFILIATE

TECHNOLOGY CONSULTING

PRISM advisors - Jason Richards - 402-593-8911
jprichards@prism-advisors.com - www.prism-advisors.com
(PEOPLE, PROCESS & SYSTEMS. IT strategic planning and project management through RFP to implementation)

TECHNOLOGY/SOFTWARE

Hamilton - Megan Anderson - 402.694.5101
megan.anderson@hamiltontel.com - <https://hamiltontel.com/>
(Connecting Your World - Telecommunications and Technology Solutions)
PLATINUM LEVEL AFFILIATE

Renaissance - <https://www.renaissance.com/>
Valerie Vallejo - 480-329-0398 - valerie.vallejo@renaissance.com
Sparkle Oehlert - 928-514-2901 - Sparkle.oehlert@renaissance.com
Mark Kessler - 503-616-6246 - Mark.kessler@renaissance.com
(Continually innovating with bold, connected products ... Insights and actions for education) - PLATINUM LEVEL AFFILIATE

Sparq Data Solutions - Craig Caples - 402-423-4951
ccaples@sparqdata.com - www.sparqdata.com - (Paperless Board Meetings, Teacher Negotiations, Public Document Management, Document Imaging & Scanning) - PLATINUM LEVEL AFFILIATE

TRANSPORTATION

Cornhusker International - Russ Folts - 402-466-8461 ext 206
russ.folts@cornhuskerinternational.com - www.cornhuskerinternational.com
(With six locations across Nebraska, Cornhusker International offers your best choice in new and pre-owned School Buses, Compliant Activity Buses, plus full parts and service for all makes and models) - GOLD LEVEL AFFILIATE

Master's Transportation - Mariya Goodbrake - 800-783-3613
mgoodbrake@masterstransportation.com - www.masterstransportation.com
(Your trusted source for safe, reliable, and innovative group transportation solutions.) - GOLD LEVEL AFFILIATE



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NASB BOARD NOTES

A MONTHLY PUBLICATION FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS



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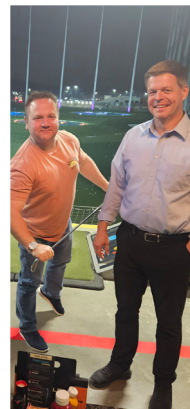
1,960,000 Nebraskans

324,000 Students

1,700 Locally Elected School Board Members

260 Member Districts/ESUs

ONE NEBRASKA



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



1,960,000 Nebraskans 324,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

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. All Dates & Locations Tentative & Subject to Change

Events & Networking - <https://members.nasbonline.org/events>



Your Monthly Board Agenda Update Video Links from NASB

<https://members.nasbonline.org/news-resources/video-library>



The 2024 Legislative Session will begin Wednesday, January 3

School Board Member Week in Nebraska - January 21-28

Legislative Issues Conference - January 21-22 - Lincoln

Board Presidents Retreat - January 28-29 - Norfolk

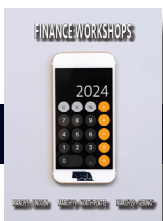
REG NOW!



Board Presidents Retreat - February 4-5 - Kearney



Finance Workshops - Lincoln, North Platte & Gering



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NASB BOARD QUICKS

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



1,960,000 Nebraskans 324,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

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Amplified Finance / Budget & Finance Workshops - March 5 - Lincoln

Amplified Finance / Budget & Finance Workshops - March 19 - North Platte

Amplified Finance Workshop - March 20 - Gering

NAEP State Convention - March 27-28 - Kearney

YOUR 2024 PLATINUM AFFILIATES

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Ralston Enrollment Report as of 01/15/2024

BLUMFIELD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	18	0	2	20	0
KG	2.00	38	1	0	39	1
01	2.00	33	5	0	38	0
02	2.00	31	7	0	38	0
03	2.00	31	6	0	37	0
04	2.00	28	8	1	37	0
05	2.00	40	11	0	51	0
06	2.00	34	12	0	46	1
Building Total:		253	50	3	306	2

KAREN WESTERN ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	25	0	2	27	0
KG	2.00	22	8	0	30	0
01	2.00	27	10	1	38	0
02	2.00	20	8	0	28	0
03	2.00	27	7	0	34	0
04	1.00	17	4	0	21	0
05	1.00	21	5	0	26	0
06	1.00	17	8	0	25	0
Building Total:		176	50	3	229	0

MEADOWS ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	35	0	1	36	0
KG	2.00	38	4	0	42	0
01	2.00	37	10	0	47	0
02	2.00	31	9	0	40	0
03	2.00	30	8	0	38	0
04	2.00	25	9	2	36	0
05	2.00	26	9	0	35	0
06	2.00	23	13	1	37	0
Building Total:		245	62	4	311	0

MOCKINGBIRD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	20	0	1	21	0
KG	3.00	52	9	0	61	0
01	3.00	50	6	1	57	0
02	3.00	63	9	0	72	0
03	3.00	44	11	0	55	0
04	2.00	40	7	0	47	0
05	3.00	49	17	0	66	0
06	2.00	45	7	1	53	0
Building Total:		363	66	3	432	0

Ralston Enrollment Report as of 01/15/2024

SEYMOUR ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	19	0	1	20	0
KG	2.00	35	2	1	38	0
01	2.00	30	5	1	36	0
02	2.00	27	6	1	34	0
03	2.00	37	8	2	47	1
04	2.00	31	7	1	39	0
05	1.50	32	4	5	41	0
06	1.50	32	5	1	38	0
Building Total:		243	37	13	293	1

WILDEWOOD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	35	0	0	35	0
KG	2.00	27	8	0	35	0
01	2.00	33	12	0	45	0
02	2.00	27	11	0	38	0
03	2.00	24	11	0	35	0
04	2.00	28	10	0	38	0
05	2.00	23	11	1	35	0
06	2.00	26	12	0	38	0
Building Total:		223	75	1	299	0

RALSTON MIDDLE SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
07		175	62	1	238	1
08		165	69	5	239	0
Building Total:		340	131	6	477	1

RALSTON HIGH SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
09		187	74	0	261	3
10		178	71	0	249	0
11		165	87	0	252	0

Ralston Enrollment Report as of 01/15/2024

RALSTON HIGH SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
12		177	98	0	275	0
Building Total:		707	330	0	1037	3
<hr/>						
District Total:		2550	801	33	3384	7
KG:		212	32	1	245	1
01:		210	48	3	261	0
02:		199	50	1	250	0
03:		193	51	2	246	1
04:		169	45	4	218	0
05:		191	57	6	254	0
06:		177	57	3	237	1
07:		175	62	1	238	1
08:		165	69	5	239	0
09:		187	74	0	261	3
10:		178	71	0	249	0
11:		165	87	0	252	0
12:		177	98	0	275	0

Bond Planning/Update Agenda

January 15, 2024

- MB
 - Framing inspection for 2nd floor next week, drywalling to follow
 - Temporary heat is installed and building is at a workable temperature
 - Duct work, plumbing, electrical work all progressing on schedule
 - Gym is painted, ceiling and walls
 - Tile work is starting in some sections
- BL
 - All major demo has been completed, some minor areas remain
 - Curbs for RTU's on 2/05, installation to follow
 - Underground plumbing is complete
 - Framing phases 2 and 3 progressing
- ME
 - Media Center desk repair
- WW
 - Exterior lights to be completed in 2 weeks, followed by programming
- SY
 - Sub Contracts are nearly filled
 - GMP on tonight's agenda
- KW
 - Prebid walkthrough on flooring 1/15
- RMS
 - Walkthrough 1/15

December 28, 2023

- MB
 - MUD working on bringing gas line from the street to the new building
 - Gym ceiling is primed
 - VAVs mostly installed
 - Wall insulation is being installed
 - Framing nearly complete academic wing upper and lower
 - Asbestos removal on old building to begin over spring break
- BL
 - Demolition ongoing, complete in phases 1-3
 - Duct work is being installed in several areas
 - Front sidewalk has been replaced along MB drive

- Floor grinding is ongoing
- WW
 - Parking lot tarring to continue
 - Tile work ongoing around drinking fountains
 - Punch list items ongoing
- SY
 - Subcontractors are being notified and mobilization to begin
 - Westside has agreed to extend our lease at WCC

November 27, 2023

- MB
 - Insulation work continuing
 - Framing on main office and 1st floor of the academic wing nearing completion
 - Electrical inspections in the academic section
 - Boiler installation to begin
 - Storm sewer is connected and operational
 - HVAC main trunks are being run
 - Exterior windows are mostly installed
 - Roof top units may be up for initial startup within the month
 - Retention pond and stormwater runoff is near completion
 - Utility stub-ins have been extended to the building
- WW
 - Move in complete
 - Punch list work is ongoing
 - Flooring is nearing completion with waxing and some closets to be completed
- BL
 - Move is in progress
 - Job trailer is onsite
 - Asbestos work has started
- SY
 - Bid work is ongoing,
 - Mapping out timeline for project work this summer
- RHS
 - BA/SB field turf install is complete,
 - Punchlist work, including railing and electrical is ongoing

November 9, 2023

- MB
 - Insulation work continuing
 - Framing on main office and 1st floor of the academic wing taking place
 - Most exterior windows are installed
 - Retention pond and stormwater runoff is near completion
- WW
 - Sidewalk pours are complete as of 11/8
 - Final inspection for ceiling work is complete, padding is ongoing
 - RTU's start up has been completed
 - Sink and toilet installs are started
 - Lights are in almost all areas
 - COX has strung fiber and is working on having network capabilities to our building shortly
 - Access points are being installed,
 - Prime is on site working on cameras, door controls and security alarms
- BL
 - Shop drawings being finalized
- SY
 - Subcontractor walkthrough 11/3, strong interest, plan to be out for bid by Christmas

November 3, 2023

- MB
 - Insulation work continuing
 - Framing is taking place on main office area
 - Most exterior windows are installed
 - Retention pond and stormwater runoff is near completion
- WW
 - Sidewalk pours are ongoing, main entrance is complete
 - Ceiling padding to start next week
 - RTU's start up next week
 - Sink and toilet installs this week
 - Lights are in most hallways, a few classrooms and cafeteria to pick up yet

- BL
 - Shop drawings being finalized
- SY
 - Subcontractor walkthrough 11/3, strong interest, plan to be out for bid by Christmas

October 16, 2023

- MB
 - - Main Entry – Exterior:
<https://api2.enscape3d.com/v3/view/4213c738-6de7-4d40-adf6-7734896feca0>
 - Main Office:
<https://api2.enscape3d.com/v3/view/7cfc1821-771e-40f7-91f7-439704db035d>
 - Main Entry – Interior:
<https://api2.enscape3d.com/v3/view/3ef4589b-24f5-4d25-ac9c-a76ad3cf0b59>
 - Cafeteria:
<https://api2.enscape3d.com/v3/view/cba1063a-bc96-425b-a051-ed5d974049c4>
 - Gymnasium:
<https://api2.enscape3d.com/v3/view/ab0b5eaa-88c0-4c66-a46f-3dee4362864a>
 - Media Center:
<https://api2.enscape3d.com/v3/view/6e90d288-fc6c-46e3-b71d-ff3c74ef7838>
 - Classroom:
<https://api2.enscape3d.com/v3/view/15b21acc-6a13-41f9-807b-1dd02454f4a5>
 - Music Room:
<https://api2.enscape3d.com/v3/view/81df8eb7-064c-45c1-8e2e-c3f3d4facc3f>
 - Setting window frames, glass to follow
 - Exterior paint is progressing and will be done prior to Nov. 10
 - Framing is starting for the main floor
 - Building the retention pond for roof drainage next week
 - Air will be craned in next week
- BL
 - Precon ongoing,
 - Filling dumpsters
 - Construction trailer to move soon
- WW
 - Driveway is complete, sidewalks to be formed next week
 - Crane to set RTU's on Friday
 - Drywall is mostly hung, all classrooms complete,
 - Classroom technology is starting to be installed
 - Fire alarms and emergency lighting is being installed
 - Ceiling grid is complete in 75% of classrooms, hallways
 - Interior glass and door frames to be completed this week

- 75% of casework is onsite, 2nd delivery in 2-3 weeks

October 9, 2023

- BL
 - Site logistics continuing, electrician onsite for switch gear placement
 - Asbestos report returned, along with abatement bid, favorable bid number
- WW
 - Pavement work is continuing, forming up a pour Wednesday
 - Ceiling grid and lighting install continues on
 - Roof top units are being installed, startups 10/20
 - Office area near completed for framing and drywall work
 - LVT being installed in the 4th-6th grade areas
- MB
 - Several more subcontractors on site, electrical, roofing, plumbing, iron workers, concrete workers and masons are all working. Glaziers are to follow once painting is complete
 - 2nd floor is poured
 - Receiving area walls are complete
 - Roofing of academic wing is continuing
 - Topping out ceremony 10/11
- SY
 - Design phase is nearing completion working on alternatives to opaque glass around the perimeter
 - Initial building permit has been approved
- RMS
 - Design phase ongoing
 - Heat Pump replacement is ongoing

September 21, 2023

- ME

- Punch list items nearly complete, building is nearly complete, waiting on a countertop and a couple of built in teacher desks
- BL
 - Working on site logistics and impending move, dates reserved for move over Thanksgiving, Nov. 21, 22 and 25
 - Building Permit approved
 - Asbestos report and bids due next week
- WW
 - Pavement tearout is continuing on the East half of the drive
 - Ceiling grid and lights and some flooring installed in old primary wing
 - Remaining roof top units are on track for end of September
 - New RR are being tiled both floor and walls
 - Framing is nearing completion in several areas
- MB
 - Several more subcontractors on site, electrical, roofing, plumbing, iron workers, concrete workers and masons are all working. Glaziers are to follow once painting is complete
 - Topping out ceremony? Interest from the BOE
 - Asbestos bids are due next week

September 11, 2023

- ME
 - Punch list items nearly complete, building is nearly complete, waiting on a countertop and a couple of built in teacher desks
- BL
 - Working on site logistics and impending move, dates reserved for move over Thanksgiving, Nov. 21, 22 and 25
 - Building Permit approved
- WW
 - Patching in parking lot and main stair commencing
 - Curbs for the rooftop units are being set this week
 - Ceiling grid install is progressing, painting is complete in the former primary wing
 - Rough in's complete in almost all RR
 - Preparing to shift from old Electrical gear to new wiring next week
 - Window replacement is starting
- MB

- Tie in's for the walls and decking is complete for $\frac{2}{3}$ of the building, work to finish above the tornado shelter.
- Gym and music room roof is complete,
- Beginning to form up the 2nd floor for pouring
- Asbestos contractors on site last week, preparing a plan for safe demo of the building this summer.
- Paint has been applied on a test panel.
- RHS
 - Softball field and main building is up and operational.
 - Lighting programming is nearing completion,
 - Work to pick upon the baseball side over the next month and a half.

August 31, 2023

- ME
 - Punch list items are being completed
- MB
 - Continued work on trusses, decking and roofing taking place, gym is nearly complete
 - Sample panels are painted to show color schemes
 - Asbestos testing of the old building is ongoing
 - Temp. Electrical is being installed in the lower section, along with some conduit in the gym
 - Retaining wall on West side of the building will start next two weeks
- WW
 - Driveway demo phase II to begin next week
 - Inspections for plumbing, electrical, insulation and framing are all ongoing and have been passed to date.
 - Lighting installs and panel work ongoing
 - Framing is nearly up to the gym/cafeteria area
 - Ceiling grid install is starting in the old primary area
 - Painting and some tile work is happening in the primary area
- BL
 - Beginning the plan for mobilization and site planning (trailer location)

August 17, 2023

- ME

- Move in is complete, security, fire and alarm system are all functioning
- KW
 - Fire, intruder and camera systems are all functioning
 - A few heat pumps are left to replace
 - Parking lot work is complete
- MB
 - 2nd story work is taking place
 - Roof work commencing on parts of the building
 - Nearly all poured walls are complete
 - Roof decking work is progressing
 - Asbestos inspection is continuing
- WW
 - Inspections have all cleared so far for electrical, plumbing and framing
 - Two new roof top units have arrived for HVAC
 - Electrical work is progressing,
 - Drywall work is taking place in the East half of the building
 - Potential completion as early as 10/31
- BL
 - Contracts mostly returned, off hour inspections of the building are taking place
- RHS
 - Turf is installed on the softball side,
 - Building is complete
 - Lights, scoreboard are both operable
 - Opening ceremony Sept 5
- SY and RMS
 - Work continuing on design and Preconstruction work.
 - Some demo may take place on off hours prior to summer of 2024.

August 3, 2023

- ME
 - Move complete, buttoning up punch list
 - Gym to be painted,
 - Network uplink ongoing
 - Parking lot complete
 - Exterior lights finished

- KW
 - On to punch list items
 - Some minor network cabling to complete, network is being linked, AP's on Monday
 - Gym lights are complete
- MB
 - More walls are poured and erected, should be finished with walls in the next month.
 - Hollow core for tornado shelter to be delivered, floor poured in the next two weeks
 - Decking has been installed on a good part of the N. end of the building, roofers to begin two weeks
- WW
 - Pouring driveway on 8/3. Should be ready by 8/10
 - Duct work is nearly complete
 - Electrical and flooring demo nearly complete
 - Underground plumbing is almost done.
- BL
 - Contracts are ready for submission from subcontractors.
- RHS
 - Building work is near complete
 - Lighting should be ready to go very soon
 - Turf to be delivered once it stops raining
 - Ongoing sidewalk and grading work
- SY and RMS
 - Precon meeting on 8/10 to establish scope of projects
 - HVAC at RMS is concluding for the summer, work remaining will be completed at off times during the school year. Wrap up by Christmas

July 22, 2023

- Meadows
 - Work continuing on interior finishes
 - Hallway tile
 - Boxlights
 - Lighting
 - Ceiling pads
 - Painting

- Driveway pour is complete, parking lot work continuing
- Move in set for July 24-26
- Onsite tour for Meadows staff on 7/21
- WW
 - Demolition near complete
 - West half of driveway to be demoed and repoured before August 10
- MB
 - More walls have been erected,
 - Utility work complete, 93rd N. bound is reopened. Two pours left on S. bound 93rd
- KW
 - HVAC units are mostly up and running,
 - Custodians have been onsite this week working on cleaning classrooms
 - Fire sprinkler system nearly complete
 - Work continuing on repouring front drive and exit from the parking lot
- RMS
 - HVAC units are in varying degrees of installation and completion. Much work needs to be done to get the building up to 100% climate controlled by 8/10, several crews including plumbers, electricians and tanners are on site working on installation,
 - Building is currently comfortable, and gets somewhat more cool with each new unit installed.
- RHS
 - Softball field turf is due to be installed in August.
 - Back driveway has been mostly poured, more work to come on the approach and the parking stalls
 - Field should be accessible for play, but the surrounding areas around the RR/Concession stand/Pressbox may not be ready for opening, this
 - may require the season starting at Crown/Wager until the site is safe enough for players and fans.
- Misc
 - CM@R selection process should be completed by 7/24, finalists are Weitz and Boyd Jones
 - 2nd Tranche of bonds are sold, we came out pretty good as there was a bidding war on some of our bonds. Interest rates are higher, but are much lower than we estimated at the outset of the project.

July 10, 2023

- Meadows
 - Work continuing on interior finishes
 - Hallway tile
 - Boxlights
 - Lighting
 - Ceiling pads
 - Painting
 - Driveway to be poured this week
 - Move dates set for July 24-26
 - Bay Meadows project is complete
- WW
 - Demolition is moving along well, some framing is to start this week
 - A good portion of new duct work is already in place.
 -
- MB
 - New walls have been poured and erected, next set of walls are being framed and should be ready for lifting in 2 weeks
- KW
 - Multiple meetings with contractors, more electricians on site,
 - HVAC to begin turning on units on July 14.
 - Fire line nearly complete
 - Painting to be completed by next week
 - Custodians to begin the process of cleaning the building starting July 19
- RMS
 - 20 new heat pumps are installed, another 23 console units are up and running.
 - Trying to have a total of 93 units installed at RMS prior to school opening.
 - Upstairs at RMS may run on the old units to start school.

June 19, 2023

- Meadows
 - Driveway work is progressing, demo and grading near complete
 - Most drywall work is complete, most priming of walls is ongoing, some rooms have received first coat of paint
 - Ceiling grids are in various stages of completion, some flooring has taken been installed

- After July 4, some Boxlights will begin to be installed
- Lighting complete in some rooms
- Additional concrete tear out and replace to be added to the scope of work
- Preliminary date for movers has been established for July 24-26.
- WW
 - Gas and water shut off, electrical has been made safe
 - VAV's are installed in the primary wing
 - Saw cuts for new sewer lines are scheduled for next week
 - West half of driveway to be replaced by 8/10
 - Meeting w/ First Student on WW transportation plan
 -
- MB
 - Utility work is continuing underground, some locations will be repoured soon
 - East side walls to be poured over the next two weeks, bricks are being installed
 - Floor is completely poured on the academic wing,
 - South gym walls are also to be poured.
 - Beginning to work on logistics of old building demolition
- KW
 - Timeline is tracking for drywall and ceiling completion,
 - HVAC is a concern at this time, meeting held 6/20
 - Front driveway loop is being replaced
 - Roofing project to conclude in the next week
 - Additional concrete replacement to be added to scope of work
- RHS
 - Building is in the punch list phase,
 - Grading and rock continues to be installed
 - Dugouts are poured for both fields
 - Scoreboards have been installed
- BL
 - GMP has been approved, subcontractors are being scheduled for the project
- RMS
 - HVAC work continuing, meeting w/ contractor 6/20
- Bay Meadows
 - Work began Friday 6/16, to be completed 6/23

May 22, 2023

- Met w/ Scott Keene, updated 2nd bond resolution
- Met w/ KW roof contractor McKinnis roofing, project to start 2nd week of June
- BB/SB project update, concession stand is near completion, driveway tearout is beginning
- Finalizing BL plan for bid submission
- Met w/ CM@R candidate(s) regarding scope of phase 2
- Technology demo meeting at KW
- WW to move 5/23-5/25

May 5, 2023

- Bid walkthrough at Blumfield, over 40 subcontractors attended
- Preconstruction meeting held for KW w/ contractor and HVAC
- CM@R documents prepared for BOE meeting
- Bond Draw #2 discussion scheduled w/ Piper
- Cooling tower is online and running at RMS!

April 24, 2023

- Meadows Elementary is settled in at WCC, two weeks under their belt at this point. More than 25% of their time at WCC is complete.
- Mover for WW has been identified, school to end a few days early to facilitate WW packing and preparation for the move.
- Finalizing Blumfield plan, structural HVAC engineering work is ongoing
- BB/SB on site inspection, tour of new building has been conducted, floor is poured, connection to storm sewer for field run off has been made.
- Architect/attorney meeting by phone, preparing for potential CM@R contract for last rounds of construction, (BOE discussion upcoming)
- Staff meeting with contractor and staff at KW regarding the upcoming renovation project
- Cooling tower at RMS has been installed, work is ongoing and should have A/C restored prior to May 1.

April 3, 2023

- Meadows is substantially moved, needed items in place at WCC, rest of materials are either in the gym or in storage. Remainder to be moved in the next two weeks

- Asbestos removal and demolition are underway, initial plumbing and electrical work have commenced.
- Meeting with KW contractor and subs regarding electrical and fire suppression
- BA/SB concession stand framing is near complete, building will be weathered in by mid-April
- Dirt work to take place at the fields starting next week
- Pouring of walls continues at MB, crane is scheduled for wall erection in the next two weeks
- Blumfield page turn

March 20, 2023

- Met at Meadows w/ contractor and moving company to solidify moving plan for April 1
- Meeting on Meadows transportation plan 3/21
- BB/SB field meeting, timelines are beginning to take shape for field completion, underground utility work has started.
- OAC meeting for MB/ME/WW/BL plans
- KW preconstruction meeting held with general contractor, electrician and painting subcontractors.
- Met w/ Seymour staff to outline construction timeline for summer 2024

March 6, 2023

- Bid awarded to Midwest DCM
- Blumfield plan presented to teaching staff
- Construction plan presented to RMS teaching staff
- Meadows Library book move plan
- BB/SB field construction meeting, masonry work is nearly complete on the concession stand
- Bay Meadows project shared with Mrs. Telecky, she is reviewing our Hold Harmless agreement

February 20, 2023

- Bid opening for KW completed 2/17
- Architects currently working on Blumfield plans
- Tour for BOE members at WCC
- First BB/SB building OAC meeting, progressing on building block walls

- Camera bid for KW and WW in progress

February 6, 2023

- Continued work at MB to dry out/thaw out ground for lower level pour, lower level to be complete by Wednesday
- Light bases and light pole installation occurring at RHS
- KW pre-bid walkthrough on Tuesday
- BL initial plans are available
- Meadows, continuing to prepare for move in April. Boxes are on site, staff is slowly packing, additional dumpster to be on site
- Met on HVAC control system for WW
- WW GMP completed
- Meeting held on RHS HVAC project
- Bid opening for cameras completed, Prime is lowest bidder
- KW page turn completed
- Presentation to KW staff on building project
- Met on Bay Meadows Park project with engineer and contractor
- Shared Blumfield initial plan with Principal
- Met on dugout change order for RHS
- Meeting w/ Scott Keene on bonds
- Flythrough for WW will be ready this week
-

January 17, 2023

- Continued work at MB to dry out/thaw out ground for lower level pour
- HVAC work continues at KW and RMS, control systems
- Cooling tower demolition completed RMS, work continues in boiler room
- Lower gym unit now repaired and online.
- Pre-bid meeting at WW, very well attended, bids have been submitted and are being tabulated, GMP review 1/23 and 1/26
- Meadows security camera bid opening 1/23
- KW page turn meeting 1/23

January 9, 2022

- Footings poured at BA/SB field complex
- Boxes delivered for packing at Meadows
- Camera installation Invitation to Bid is open
- KCAV toured KW for classroom tech. Bid

- HVAC Controls walkthrough at RMS and KW
- HVAC Controls installation began 12/28
- RHS Controls walkthrough
- WW pre-bid walkthrough
- Asbestos removal bids received Meadows
- KCAV to present to cabinet

December 12, 2022

- Building pad has been compacted and passed engineering standards for BA/SB fields
- Page turn meeting for WW
- Concrete poured at MB, 1/2 of slab for academic wing has been completed
- Flooring slab for lower level to be poured week of 12/19
- WW walkthrough complete for doors and hardware
- Meadows staff toured WCC
- Contacted moving company for Meadows move
- KW walkthrough w/ electrical engineer
- Bid recommendation for Meadows classroom tech.

November 21, 2022

- Continued dirt work at RHS,
- Office staff tour of WCC
- Bids collected on classroom technology
- Work scheduled to begin Nov 30th on KW cooling tower refurbishment
- Contract for BA/SB field work completed

November 14, 2022

- BA/SB field work is progressing, trailer and staging areas identified
- Security camera/door access meeting
- Field trip for 1st graders
- HVAC controls RMS/KW, phase 1 to be completed Nov. 21
- KW foundation repair project completed
- Meadows GMP
- Moving company identified Two Men and a Truck
- Beginning KW design process

October 31, 2022

- Demolition and excavation work continuing at RHS, work trailer areas and staging areas have been identified
- Project coordination meeting between Nemaha Cons. and Construct Inc.
- Met w/ security camera and door access vendor to solicit budgeting numbers
- Conducted field trip for 1st grade MB students of the Weitz construction trailer
- Received bid numbers for Meadows Elementary
- HVAC tech meeting for RMS/KW projects
- KW foundation project near completion

October 17, 2022

- Demolition and excavation work started on Baseball/Softball field project,
- Pre-construction meeting held on BA/SB fields, subcontractors for field work, electrical, utilities and earth work have all been identified.
- Food service staff toured WCC, Douglas County Health inspector also attended
- Continued addendums to BA/SB contract, attorneys for both sides are in review
- Initial Meadows bids are nearly complete and should be available by the BOE meeting on November 14.
- Demonstration of HVAC control units set
- Meeting w/ WW Principal and Architect to review input from WW presentation

October 3, 2022

- BCDM presented draft plan for WW, input gathered from staff
- Construction meeting held, GMP timeline for Meadows set, Nov. 14
- Logistics regarding Meadows/WW move
- Switch gear and HVAC bids to be separated out for supply chain issues
- MB timeline update, 2 weeks behind schedule
- KW foundation contractor secured, scheduled for 10/26
- Toured WCC w/ kitchen staff and Health inspector
- Set a meeting for HVAC controls demo through Alvine Engineering

September 26, 2022

- Met w/ First Student to outline transportation plan for Meadows transition
- Building and Grounds subcommittee meeting, outlined finishes for Meadows
- Presented finishes to Meadows staff, solicited input

September 19, 2022

- Swing Site visit
- Continued progress on portions of RMS HVAC Project, delays still on some components to make the system fully functional
- Received 2nd bid on KW foundation project
- Met w/ Facility Advocates to consider fall work in RMS boiler room
- Rebar on site at MB, foundation footings to be excavated and poured.

September 5, 2022

- Conducted initial presentation of Meadows GMP w/ Weitz and BCDM
- Page Turn for Meadows completed
- Met w/ Civil Engineer and Nemaha Construction to Value Engineer existing BA/SB bid
- HVAC controls meeting w/ Alvine Engineering and Facility Advocates
- Rebar plans to be approved and delivered to MB this week,
- 2nd contractor contacted for KW foundation project.

August 29, 2022

- Interior design for Meadows presented
- Bid opening BA/SB field
- Rebar design package finalized
- Visited WCC
- Secured insurance certificate and reviewed contract for WCC
- Discussed timeline on HVAC at RMS
- Setting control system meeting w/ mechanical engineer

August 22, 2022

- Presented initial building plans to BL staff

August 15, 2022

- Geopier installation finished
- Pre-bid walkthrough for BA/SB fields

- Toured alternate placement site at Westside Community Center
- Presented initial building plan to WW staff
- BA/SB field bid opening moved to 8/30
- Drawings for Meadows to be complete by 9/19
- Footing work at MB to begin 9/12
- Rebar plans 9/5 due for MB

August 8, 2022

- Geopier installation to begin this week
- Bidding is open for BA/SB fields
- Temp. fix at RMS is complete and running
- Meeting on Meadows Park drainage issue
- Bid received for KW foundation repair work, soliciting 2nd bid
- Finalized contract for phase 2 GMP at MB
- Finalized contract for HVAC at RMS/KW phase 2

August 1, 2022

- Geopier installation to begin next week
- Page turn on BB/SB fields
- KW foundation work, subcontractor contacted, engineer contacted
- Bids for RMS/KW HVAC to BOE for approval
- Met w/ subcontractor on MB cameras and door access
- Contacted contractor on temp. fix to RMS HVAC issues.
- Bidding period to open on BA/SB fields 8/4

July 18, 2022

- Excavation work near completion MB
- Met w/ Weitz/BCDM on subcontractor bids for MB construction, near finalization and GMP
- MB virtual walkthrough uploaded
- Construction meeting, advancing Meadows design
- HVAC bids collected 7/21 for KW and RMS

July 5, 2022

- Excavation work on MB in progress, footings work to begin soon
- Security fencing installed
- Bids due July 21st for RMS/KW

- Weitz gathering subcontractor bids for MB GMP
- Proposal for electrical engineering work on BB/SB fields received
- Proposal for 3rd party testing from Thiele on MB project
- Continued refinement of the BB/SB field project and Meadows Elementary

June 27, 2022

- Excavation work on MB in progress
- More tree removal at MB
- Civil engineer work submitted on Bay Meadows drainage issue
- Bidding is open on Phase 2 RMS/KW HVAC project, close July 21st

June 20, 2022

- Work begins MB site
- Virtual tour of MB conducted at BCDM
- Pre-bid meeting #2 for RMS/KW HVAC Phase 2
- Grease interceptor bids received

June 13, 2022

- Received initial quote KCAV
- Builder's Risk Insurance for MB site procured
- Set up temporary office space for Weitz job
- Pre-bid walkthrough meeting RMS/KW HVAC Phase 2

June 6, 2022

- Technology presentation, Promethean Boards
- Secured quotes for Builder's Risk Insurance for MB project
- Technology design follow up for MB 6/3 BCDM
- Received approval for storm water permit from City of Omaha

May 23, 2022

- BOE action item phase 1 MB plan
- Final run through MB design plans BCDM 5/27

May 16, 2022

- Construction meeting, finalized bids for dirt work
- Met w/ KSB regarding finalizing Phase 1 MB contract
- Plans for review w/ BCDM and Weitz

May 9, 2022

- Met w/ BCDM on door hardware and security for MB
- Contacted Prime for initial placement/estimate for camera system at MB
- Tech meeting w/ KCAV and RPS
- Reviewed final designs for RMS/KW HVAC systems

May 2, 2022

- Meadows initial Budget meeting 5/4
- Shared pictures of tilt up construction from Shadow Lake

April 25, 2022

- Construction meeting held 4/28
- BB/SB meeting 4/28
- Toured Wysong Elementary in Lincoln for use of sound/alarms/intercom systems

April 18, 2022

- Finalized Tilt up construction model and keeping daycare at RHS
- HVAC engineers did a final walk through at RMS and KW, plans to follow.
- Contract signed for Phase 1 RMS HVAC

April 11, 2022

- Meeting w/ Weitz/BCDM/OPPD regarding energy supply to new MB
- Construction meeting, continued to adjust MB plan to fit budget.

April 4, 2022

- Contract approved for Phase 1 RMS HVAC
- Met w/ OPPD and Weitz regarding MB power supply
- 2nd round cuts to MB plan
- Met w/ engineer on KW cooling tower refurbishment
- Met w/ AES controls on control systems for HVAC all buildings

March 28, 2022

- Bid opening for Phase 1 RMS HVAC
- Construction meeting BCDM/ Weitz
- 1st round of cuts to MB plan
- Planning trip to Lincoln to check Audio Enhancements - April 20th

March 21, 2022

- Trees removed from MB
- Bids collected for phase 1 RMS HVAC 3/23
- BB/SB field meeting 3/23

March 14, 2022

- Sub contractor to begin tree removal at MB 3/15
- Site visit for interested parties for phase 1 RMS HVAC project, bids due 3/23/22
- Presented contract w/ Weitz at BOE meeting 3/14
- Passed County Zoning Board waiver for height of MB and signage
- Presented Meadows building plan to staff for feedback
- Construction meeting to further MB plans and plans for grading/earth removal. End of April to break ground

March 7, 2022

- Ball Field meeting
- MB site visit w/ Weitz
- Planning for tree removal, construction trailers and construction parking
- Offer of 3.75% accepted by Weitz Construction, contract to be presented to the BOE

February 28, 2022

- Met w/ BCDM and Weitz construction, discussed finalizing the plan for MB and GMP
- Counteroffer sent to Weitz at 3.75%, contract language is almost in full agreement
- Zoning Board meeting scheduled for March 10
- [LINK](#) to Tech recommendations
- Next Softball/Baseball Complex Design Meeting set for March 4th

February 21, 2022

- Met w/ BCDM and Judy Kyle on kitchen design and layout
- Met w/ BCDM and Weitz regarding lighting, networking and technology at new MB
- Met w/ Student Services to determine which rooms may require special lighting
- Sent final version of contract to Weitz via KSB Law
- [Link](#) to Boxlight Evaluations

February 14, 2022

- Met w/ BCDM and Weitz, reviewed updated plans for MB, ME, BL and WW
- Finalized plans for QCPUF refund w/ Gilmore Bell, to be proposed for action at BOE meeting 2/14
- Met w/ Rick and a rep. from SysCool regarding cooling tower options at RMS and KW
- Meeting w/ our attorney regarding ongoing negotiations w/ Weitz
- Shared input from Meadows regarding design changes
- Met with Lamp/Rynearson on initial planning for the Softball and Baseball fields

February 7, 2022

- Met w/ BCDM and Weitz, reviewed updated plans for MB, ME, BL and WW
- Electronic plans were shared for ME, BL and WW, plans currently under review
- ME plans shared w/ building principal
- Reviewed soil report regarding MB building site
- Reviewed changes to contract language suggested by Weitz
- Shared cost estimates for all four projects w/ Weitz
- Met w/ RDH regarding RMS/KW plans for HVAC projects

January 27, 2022

- CM@R firms ranked Weitz #1, Boyd Jones #2
- Process of adjusting CM@R contract to meet RPS requirements
- Jan. 25th met w/ Coady Pruett, attorney and Pat Carson, architect to finish initial contract offering to Weitz
- Jan. 14, met w/ Judy Kyle and Pat Carson to review design of kitchen at MB and Meadows

January 10, 2022

- Jan. 10, top 2 CM@R's to present to the BOE for review and rank, then negotiations on fee begin w/ CM@R, attorney and district admin.
- Jan. 6th meeting with City of Omaha Planning Board to discuss MB project and need for applications for special permissions
- Jan. 5, met w/ City of Ralston on ballfield plan
- In-person presentations/interviews were conducted Jan. 4th with top 2 CM@R's identified for BOE presentation
- CM@R Selection Committee met and discussed candidates Dec. 30, top 4 were identified for in-person interview
- Dec. 30th bond were closed, funds transferred to NLAF, \$500,000 transferred to special building fund
- Met w/ KCAV Dec. 30th on classroom tech.
- Dec. 28 met w/ Bond Counsel and Bond Advisor to finalize sale of bond and receipt of proceeds
- Final two elementary buildings are evaluating the boxlight. All evaluations will be complete by 1/18.

December 20th

- Collection of bid proposals from interested CM@R contract Dec 22
- Instructions for selection committee Dec. 22
- Ranking committee to meet and discuss Dec. 30
- Boards moved to ME/WW - demoed through 1/18 - boards will stay at ME/WW thru 2/4

December 13th

- Meeting w/ MB staff on building design December 17th
- Meeting w/ district Media Specialists regarding design at MB Dec. 17th

- Boards are being demoed through the 12/21 at RHS, RMS, MB, & KW

December 6th

- Met w/ Architect, further development of MB plan,
- Meeting w/Lamp Rynearson regarding BB/SB fields December 9th
- Boards are being demoed through the 12/8 at RHS, RMS, BL, & SY
- Bonds go to market this week
- Conducted tours with interested bidders of BL, ME, and WW Dec. 10
- Finished scoring rubric for CM@R rating process

November 29th

- Ran advertisements T,R& F w/ newspaper
- Finalized plan for initial bond offering w/ Piper
- Approved contract for RDH KW/RMS mechanical design
- Boxlights delivered, will distribute this week with training happening next week (12/1 & 12/2)
-

November 22nd

- Met w/ BCDM on Mockingbird design
- Prepared advertisement for CM@R
- Still waiting on delivery of Box Lights (3) to get cycled through our buildings.
- Bond rating meeting w/ Standard & Poor's
- Met w/ salesperson from Audio Enhancement
-

November 15th

- Met w/ Public Trust advisors liquid asset fund
- Met on Ball fields w/Lamp/Rynearson/BCDM
- Met w/ Alvines on HVAC control systems
- Met w/ School Specialty on camera systems
- Met w/MCL Construction
- Met w/ Boyd Jones CM@R

November 8th

- Bond advisor attending BOE meeting 11/8, will recommend refinance and first traunch.

- Met w/ mechanical engineer, walkthrough at KW and RMS
- Met w/ architect and Tiny/Little Rams staff on MB plan
- Met w/architect on needs at new MB kitchen
- Survey work is ongoing at MB
- Technology
 - Training last week for RHS/Admin training on Tuesday(11/9)
 - Additional boards (3) and carts should be in by 11/13
 - Set up meeting with Audio Enhancement for 11/17/2021 at 5:30 PM
-

October 28, 2021

Since the Bond Passed...

- Bond advisor first set of bonds going to market soon.
- Master calendar and seasons to take the projects on
- Development for HVAC plans at RMS & KW
- Met w/ architects and mechanical engineers on MB facility design
- Met with electrical engineers on lighting options
- Began discussions of what we want intercoms, alarms, and camera systems to look like
- Multiple tours of different buildings in different districts re: facilities, layouts, technology
- CM@R for MB, BL, ME, WW, finalizing RFP, advertisements are coming soon.
- Decided to merge the 4 schools above together because they are contingent on one another
- Board passed a resolution, will need to identify 1 more member to complete the team for hiring
- Working with KSB to create the RFP to go out
- Survey work started on MB
- Technology
 - Board in district that are training on w/ 6 staff members
 - Connecting with others who have passed the bond re: technology components
 - Met with KCAV to talk security, boards, audio (the Boxlight company and microphone/intercom system)
 - Met with the engineers that are working on the project
 - Communicated with principals which staff we are looking to have help us try out the machines, waiting for devices to arrive, then planning to communicate with staff requesting pilot



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 9th day of October in the year 2023
(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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

and the Construction Manager:
(Name, legal status, address, and other information)

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen. Mgr.
brian.mahlendorf@weitz.com

for the following Project:
(Name, location, and detailed description)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, 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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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.)

| See attached Scope Plans prepared by BCDM

§ 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.)

| See attached Scope Plans prepared by BCDM

§ 1.1.3 The Owner's approximate budget for the entire project:

(Provide total and, if known, a line item breakdown.)

| Phase 1.1 - Seymour Elementary: \$3.1M

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Phase 1.2 – Ralston Middle School: \$6.1M
Phase 2 – Ralston High School: TBD

§ 1.1.4 The Owner’s anticipated design and construction milestone dates are listed in this section 1.1.4. The parties agree that the substantial completion dates for each phase will be memorialized in the GMP amendments for each respective phase.

.1 Phase 1 – Seymour Elementary and Ralston Middle School

September 2023	Seymour Design/Bid Process Begins
November 2023	Set Seymour GMP
December 15, 2023	Middle School Design/Bid Process Begins
January 2024	Set Middle School GMP
March 29, 2024	Mobilize Phase
July 30, 2024	Substantial Completion of Phase 1

.2 Phase 2 – Ralston High School

February 2024	High School Design/Bid Process Begins
September 2024	Set High School GMP
June 1, 2025	Mobilize Phase
July 30, 2026	Substantial Completion of Phase 2

(Paragraphs deleted)

The parties agree that all three schools will remain open and operational throughout each and every school year and that the Construction Manager’s work and operations at each school site will not affect the ability for school to be open during the entire school year at every school site.

§ 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.)

Phased Construction:

1. Seymour Elementary / Ralston Middle School: July 30, 2024 Substantial Completion
2. Ralston High School: July 30, 2026 Substantial Completion

§ 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 Jason Buckingham
Ralston Public Schools
8545 Park Drive
Ralston, Nebraska
(402) 331-4700
Jason_Buckingham@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.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
Thiele Geotech
- .2 Civil Engineer:
Lamp Rynearson (already retained by Owner through Architect)
- .3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)
Hazardous Materials Abatement, if any, will be retained by Owner

§ 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.)

Brian Mahlendorf, V.P., Gen. Mgr.
The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 510-4012
brian.mahlendorf@weitz.com

§ 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. Construction Manager will endeavor to secure at least three bids for each scope of work subcontracted out. In the event that Construction Manager is unable to secure at least three bids for each such scope of work, Construction Manager will substantiate to Owner's satisfaction the basis for Construction Manager's inability to secure at least three bids for the particular scope of subcontracted work in question. Nothing herein shall be construed to reduce or eliminate Owner's ultimate right to determine the subcontractor proposals that be accepted as provided in Article 9 below.

§ 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

§ 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

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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.

§ 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.

§ 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.

The Parties agree that the entire Project shall be completed in two separate phases as follows: (1) Phase 1 – Seymour Elementary and Ralston Middle School; (2) Phase 2 – Ralston High School. The order in which each phase will be constructed does not necessarily depend upon the label given to each phase and is ultimately subject to Owner's approval based on input and advice from Architect and Construction Manager. The substantial completion dates for each phase are stated in section 1.1.4, above.

§ 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 responsible for the costs of such redesign services. Notwithstanding the foregoing, in the event that the Owner changes the scope of the project through a Construction Change Directive or a Change Order through no fault of the Construction Manager and such change causes additional design work to be necessary, then Construction Manager shall not be responsible for the cost of such additional design work.

§ 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. Section 9.1.1 below addresses the circumstances in which the Owner requires the Construction Manager to accept a proposal other than the subcontractor proposal recommended by the Construction Manager.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 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 each Phase 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. At a minimum, there shall be a separate Guaranteed Maximum Price for each Phase. 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 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 within each 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 will not depend upon the terms of any subcontract or material supply contract between the Construction Manager and its subcontractors or materials suppliers, or between each of them (at any tier). Irrespective of the terms of any agreement between the Construction Manager and any of its subcontractors or material suppliers, the Owner will not compensate the Construction Manager in excess of the sum stated in the Guaranteed Maximum Price proposal, subject to additions and subtractions as provided in the Contract Documents.

§ 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.

§ 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 for each Phase.

§ 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, as 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.

§ 3.4 Communication and Community Outreach Services

In addition to all other obligations under this Agreement, and without prejudice to the same, Construction Manager shall provide the communication and community outreach services provided in this section 3.4 from the date of this Agreement throughout the entirety of the Project. Construction Manager shall post construction updates for parents, student, patrons, and faculty members through signage, social media through Owner, and a website dedicated to construction updates. These communications and outreach services will include, but not necessarily be limited to, the following:

§ 3.4.1 Weekly Contractor Talks

Construction Manager will provide weekly morning presentations to give staff and students the opportunity to ask questions and hear project updates from the project Superintendent. The presentations will include a summary of what has occurred and will occur at the Project suite.

§ 3.4.2 Job-Site Tours

At various stages of construction, Construction Manager shall offer on-site or virtual site tours to Owner stakeholders and subcontractors. It is anticipated that such tours may use virtual "walk throughs" of the Project to view 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 Construction Manager's management staff leading small groups through the project at the end of the day. Additionally, the tours may be given by subcontractor managers to explain electrical power/panels, mechanical equipment, carpentry, steel erection and welding, concrete, masonry and finishes.

§ 3.4.3 Project Reviews

Construction Manager will use its Procore System to share documents, Request for Information responses (RFIs), submittals, schedules, etc. with students at their computers. Construction Manager will work with Owner to provide access to Owner's teachers of specific documentation for educational use containing construction details throughout the process.

§ 3.4.4 Project Ideas

Construction Manager will work with Owner to add to Owner's existing curriculum or create one-time experiences. Construction Manager will meet with Owner's stakeholders early to offer options, hear their ideas, and work them into an overall schedule. Some opportunities include, but are not necessarily limited to: (1) building information modeling (BIM); (2) survey and layout projects; (3) welding examples; (4) equipment maintenance examples; (5) estimating through build examples; (6) communication of project updates or example emergency response to media; (7) drone certification and usage; and (8) builders license testing.

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.

§ 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.

Init.

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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.)

A lump sum in the amount of \$20,000.00.

This sum constitutes the Construction Manager's entire compensation for all preconstruction services for all phases of the project and includes, but is not necessarily limited to, all time required for preconstruction review, estimating, weekly meetings, model content quantities, closure documents, value alternates, constructability and bidding processes in packages. Construction Manager shall not charge, and will not be paid, any additional compensation for any preconstruction services.

§ 5.1.2

(Paragraphs deleted)

Intentionally deleted.

§ 5.1.2.1 Intentionally deleted.

§ 5.1.3 Intentionally deleted.

§ 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.)

3.75% of the Cost of the Work

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.

§ 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 3.75% 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 \$3,750.00.

§ 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 ninety percent (90 %) of the standard rental rate paid at the place of the Project and shall not exceed the rental fees shown in the Construction Manager's rental fee schedule attached hereto as Attachment B and incorporated herein by reference.

§ 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)

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)

§ 7.2.3 Costs incurred in drug testing and conducting background checks for 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.

(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, signage, 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, signage, 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.

§ 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.

§ 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 not already included in the GMP, 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 on a lump sum basis and 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

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 no later than the Wednesday preceding the second Monday of the month so as 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.

§ 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%)

§ 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.)

Notwithstanding the foregoing, if the Work from which retainage is withheld is fifty percent complete and if the Construction Manager has performed Work in accordance with the provisions of the Construction Manager, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Construction Manager or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

§ 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.

§ 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 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)

§ 12.3The 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.

§ 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'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 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

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.

§ 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.

§ 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: 42-1512625.

§ 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

The Construction Manager shall also furnish to the Owner and keep current at all times a list of all individuals who are authorized to be onsite, including without limitation the personal of all subcontractors and material suppliers at any tier.

§ 14.17 The Construction Manager shall conduct a criminal background check for all employees or subcontractors providing services under this Agreement, including without limitation all of Construction Manager's employees and the employees of any of its subcontractors or material suppliers, at any tier, who will be working on Owner's property. No person shall be allowed to work on the Project unless a background check is completed. "One Source" or another background check company approved by the owner must be used for the criminal background checks. All of these criminal background checks must be made available to the owner's representative for review prior to any person for whom Construction Manager must provide a check (as described above) may come onto Owner's property, and Owner reserves the right to restrict any person from being on its property, based on the background checks.

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)

Jason Buckingham, Superintendent
Ralston Public Schools

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Brian Mahlendorf, Vice President, General Manager
The Weitz Company, LLC

(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:33 ET on 09/29/2023.

PAGE 1

AGREEMENT made as of the 9th day of October in the year 2023

...

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

...

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen. Mgr.
brian.mahlendorf@weitz.com

...

(Name, location, and detailed description)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

The
The Architect:

...

BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
Attn: Pat Carson

See attached Scope Plans prepared by BCDM

...

See attached Scope Plans prepared by BCDM

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6: approximate budget for the entire project:

...

Phase 1.1 - Seymour Elementary: \$3.1M

Phase 1.2 – Ralston Middle School: \$6.1M

Phase 2 – Ralston High School: TBD

§ 1.1.4 The Owner’s anticipated design and construction milestone dates: dates are listed in this section 1.1.4. The parties agree that the substantial completion dates for each phase will be memorialized in the GMP amendments for each respective phase.

.1 Design phase milestone dates, if any:

Phase 1 – Seymour Elementary and Ralston Middle School

<u>September 2023</u>	<u>Seymour Design/Bid Process Begins</u>
<u>November 2023</u>	<u>Set Seymour GMP</u>
<u>December 15, 2023</u>	<u>Middle School Design/Bid Process Begins</u>
<u>January 2024</u>	<u>Set Middle School GMP</u>
<u>March 29, 2024</u>	<u>Mobilize Phase</u>
<u>July 30, 2024</u>	<u>Substantial Completion of Phase 1</u>

.2 Construction commencement date: Phase 2 – Ralston High School

<u>February 2024</u>	<u>High School Design/Bid Process Begins</u>
<u>September 2024</u>	<u>Set High School GMP</u>
<u>June 1, 2025</u>	<u>Mobilize Phase</u>
<u>July 30, 2026</u>	<u>Substantial Completion of Phase 2</u>

.3 Substantial Completion date or dates:

.4 Other milestone dates:

The parties agree that all three schools will remain open and operational throughout each and every school year and that the Construction Manager’s work and operations at each school site will not affect the ability for school to be open during the entire school year at every school site.

Phased Construction:

1. Seymour Elementary / Ralston Middle School: July 30, 2024 Substantial Completion
2. Ralston High School: July 30, 2026 Substantial Completion

PAGE 4

Superintendent Jason Buckingham
Ralston Public Schools
8545 Park Drive
Ralston, Nebraska
(402) 331-4700
Jason_Buckingham@ralstonschools.org

...

Thiele Geotech

...

Lamp Rynearson (already retained by Owner through Architect)

...

Hazardous Materials Abatement, if any, will be retained by Owner

...

Pat Carson, AIA
BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
pcarson@bcdm.net

...

Brian Mahlendorf, V.P., Gen. Mgr.
The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 510-4012
brian.mahlendorf@weitz.com

PAGE 5

Competitive bidding. Construction Manager will endeavor to secure at least three bids for each scope of work subcontracted out. In the event that Construction Manager is unable to secure at least three bids for each such scope of work, Construction Manager will substantiate to Owner's satisfaction the basis for Construction Manager's inability to secure at least three bids for the particular scope of subcontracted work in question. Nothing herein shall be construed to reduce or eliminate Owner's ultimate right to determine the subcontractor proposals that be accepted as provided in Article 9 below.

...

§ 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.

...

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 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.

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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.

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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.

The Parties agree that the entire Project shall be completed in two separate phases as follows: (1) Phase 1 – Seymour Elementary and Ralston Middle School; (2) Phase 2 – Ralston High School. The order in which each phase will be constructed does not necessarily depend upon the label given to each phase and is ultimately subject to Owner's approval based on input and advice from Architect and Construction Manager. The substantial completion dates for each phase are stated in section 1.1.4, above.

...

§ 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 responsible for the costs of such redesign services. Notwithstanding the foregoing, in the event that the Owner changes the scope of the project through a Construction Change Directive or a Change Order through no fault of the Construction Manager and such change causes additional design work to be necessary, then Construction Manager shall not be responsible for the cost of such additional design work.

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§ 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 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. Section 9.1.1 below addresses the circumstances in which the Owner requires the Construction Manager to accept a proposal other than the subcontractor proposal recommended by the Construction Manager.

...

§ 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 each Phase 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. At a minimum, there shall be a separate Guaranteed Maximum Price for each Phase. 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.~~

~~§ 3.2.3 The Construction Manager shall include with the within each Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:~~

~~PAGE 9~~

- ~~.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 will not depend upon the terms of any subcontract or material supply contract between the Construction Manager and its subcontractors or materials suppliers, or between each of them (at any tier). Irrespective of the terms of any agreement between the Construction Manager and any of its subcontractors or material suppliers, the Owner will not compensate the Construction Manager in excess of the sum stated in the Guaranteed Maximum Price proposal, subject to additions and subtractions as provided in the Contract Documents.~~

§ 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.~~

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§ 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 for each Phase.~~

...

§ 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.~~

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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.~~above.~~

§ 3.4 Communication and Community Outreach Services

In addition to all other obligations under this Agreement, and without prejudice to the same, Construction Manager shall provide the communication and community outreach services provided in this section 3.4 from the date of this Agreement throughout the entirety of the Project. Construction Manager shall post construction updates for parents, student, patrons, and faculty members through signage, social media through Owner, and a website dedicated to construction updates. These communications and outreach services will include, but not necessarily be limited to, the following:

§ 3.4.1 Weekly Contractor Talks

Construction Manager will provide weekly morning presentations to give staff and students the opportunity to ask questions and hear project updates from the project Superintendent. The presentations will include a summary of what has occurred and will occur at the Project suite.

§ 3.4.2 Job-Site Tours

At various stages of construction, Construction Manager shall offer on-site or virtual site tours to Owner stakeholders and subcontractors. It is anticipated that such tours may use virtual "walk throughs" of the Project to view 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 Construction Manager's management staff leading small groups through the project at the end of the day. Additionally, the tours may be given by subcontractor managers to explain electrical power/panels, mechanical equipment, carpentry, steel erection and welding, concrete, masonry and finishes.

§ 3.4.3 Project Reviews

Construction Manager will use its Procore System to share documents, Request for Information responses (RFIs), submittals, schedules, etc. with students at their computers. Construction Manager will work with Owner to provide access to Owner's teachers of specific documentation for educational use containing construction details throughout the process.

§ 3.4.4 Project Ideas

Construction Manager will work with Owner to add to Owner's existing curriculum or create one-time experiences. Construction Manager will meet with Owner's stakeholders early to offer options, hear their ideas, and work them into an overall schedule. Some opportunities include, but are not necessarily limited to: (1) building information modeling (BIM); (2) survey and layout projects; (3) welding examples; (4) equipment maintenance examples; (5) estimating through build examples; (6) communication of project updates or example emergency response to media; (7) drone certification and usage; and (8) builders license testing.

...

§ 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.

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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. 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.

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A lump sum in the amount of \$20,000.00.

This sum constitutes the Construction Manager's entire compensation for all preconstruction services for all phases of the project and includes, but is not necessarily limited to, all time required for preconstruction review, estimating, weekly meetings, model content quantities, closure documents, value alternates, constructability and bidding processes in packages. Construction Manager shall not charge, and will not be paid, any additional compensation for any preconstruction services.

§ 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

Intentionally deleted.

§ 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.

Intentionally deleted.

§ 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 be equitably adjusted. Intentionally deleted.

...

§ 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.)

~~—~~ 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.

...

3.75% of the Cost of the Work

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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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 3.75% 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 \$3,750.00.

...

See the A201 General Conditions of the Contract, as amended.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90 %) of the standard rental rate paid at the place of the Project and shall not exceed the rental fees shown in the Construction Manager's rental fee schedule attached hereto as Attachment B and incorporated herein by reference.

...

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.

...

§ 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.

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§ 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. Costs incurred in drug testing and conducting background checks for 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.~~

§ 7.2.4 ~~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.

...

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, signage, 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, signage, 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.

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~~§ 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.

§ 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.

...

~~§ 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.

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~~.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 not already included in the GMP, 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 on a lump sum basis and 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 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.

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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 no later than the Wednesday preceding the second Monday of the month so as 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 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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- .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 20

Notwithstanding the foregoing, if the Work from which retainage is withheld is fifty percent complete and if the Construction Manager has performed Work in accordance with the provisions of the Construction Manager, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Construction Manager or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

...

~~§ 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 but excluding the Construction Manager's responsibility to satisfy other requirements, if any, which extend beyond final payment;~~

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- ~~.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.~~

...

§ 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 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

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%—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:

(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.

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- .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.

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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.~~

§ 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 policies 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~~

~~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 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: 42-1512625.

§ 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

The Construction Manager shall also furnish to the Owner and keep current at all times a list of all individuals who are authorized to be onsite, including without limitation the personal of all subcontractors and material suppliers at any tier.

§ 14.17 The Construction Manager shall conduct a criminal background check for all employees or subcontractors providing services under this Agreement, including without limitation all of Construction Manager's employees and the employees of any of its subcontractors or material suppliers, at any tier, who will be working on Owner's property. No person shall be allowed to work on the Project unless a background check is completed. "One Source" or another background check company approved by the owner must be used for the criminal background checks. All of these criminal background checks must be made available to the owner's representative for review prior to any person for whom Construction Manager must provide a check (as described above) may come onto Owner's property, and Owner reserves the right to restrict any person from being on its property, based on the background checks.

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§ 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 PricePrice, as amended
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executedexecuted, as amended
- .3 AIA Document A133™-2019, Exhibit B, Insurance and BondsBonds, as amended
- .4 AIA Document A201™-2017, General Conditions of the Contract for ConstructionConstruction, as amended
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, as amended, dated as indicated below:

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(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.)

...

Jason Buckingham, Superintendent
Ralston Public Schools

Brian Mahlendorf, Vice President, General Manager
The Weitz Company, LLC

Certification of Document's Authenticity

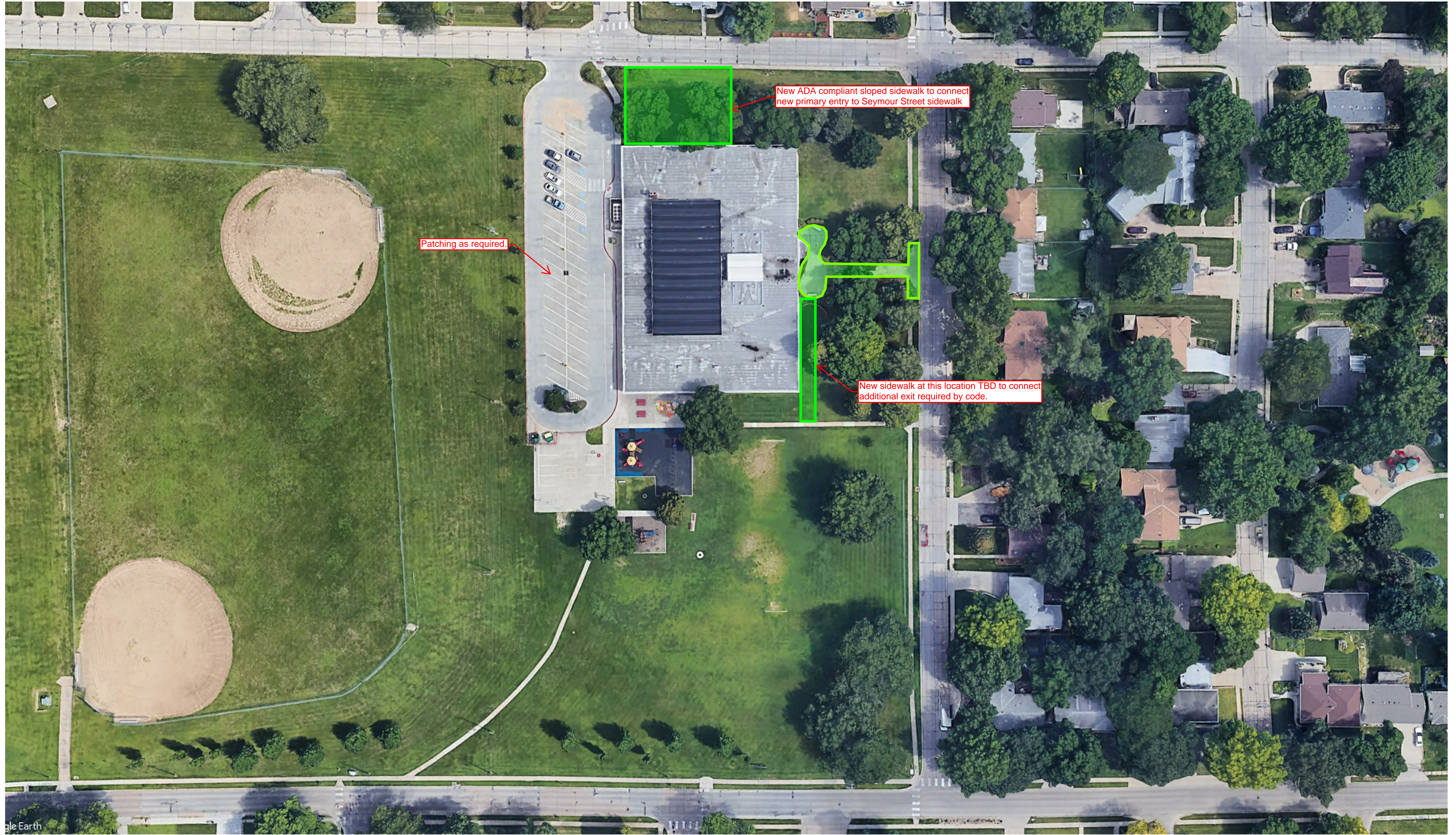
AIA® Document D401™ – 2003

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 15:06:33 ET on 09/29/2023 under Order No. 4104241190 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

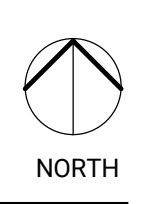
(Title)

(Dated)



1 FLOOR PLAN - SEYMOUR ELEM. - AERIAL Patching at existing parking, new and replacement paving at east side

A1-7 1/32" = 1'-0" 0' 32'-0" 64'-0"



RALSTON 2021 BOND - SEYMOUR ELEMENTARY SCHOOL

RALSTON PUBLIC SCHOOLS



PROJECT TEAM

ARCHITECTURE + INTERIORS
 BCDM ARCHITECTS
 1015 North 98th Street, Suite 300
 Omaha, NE 68114
 CA Number: CA-0271

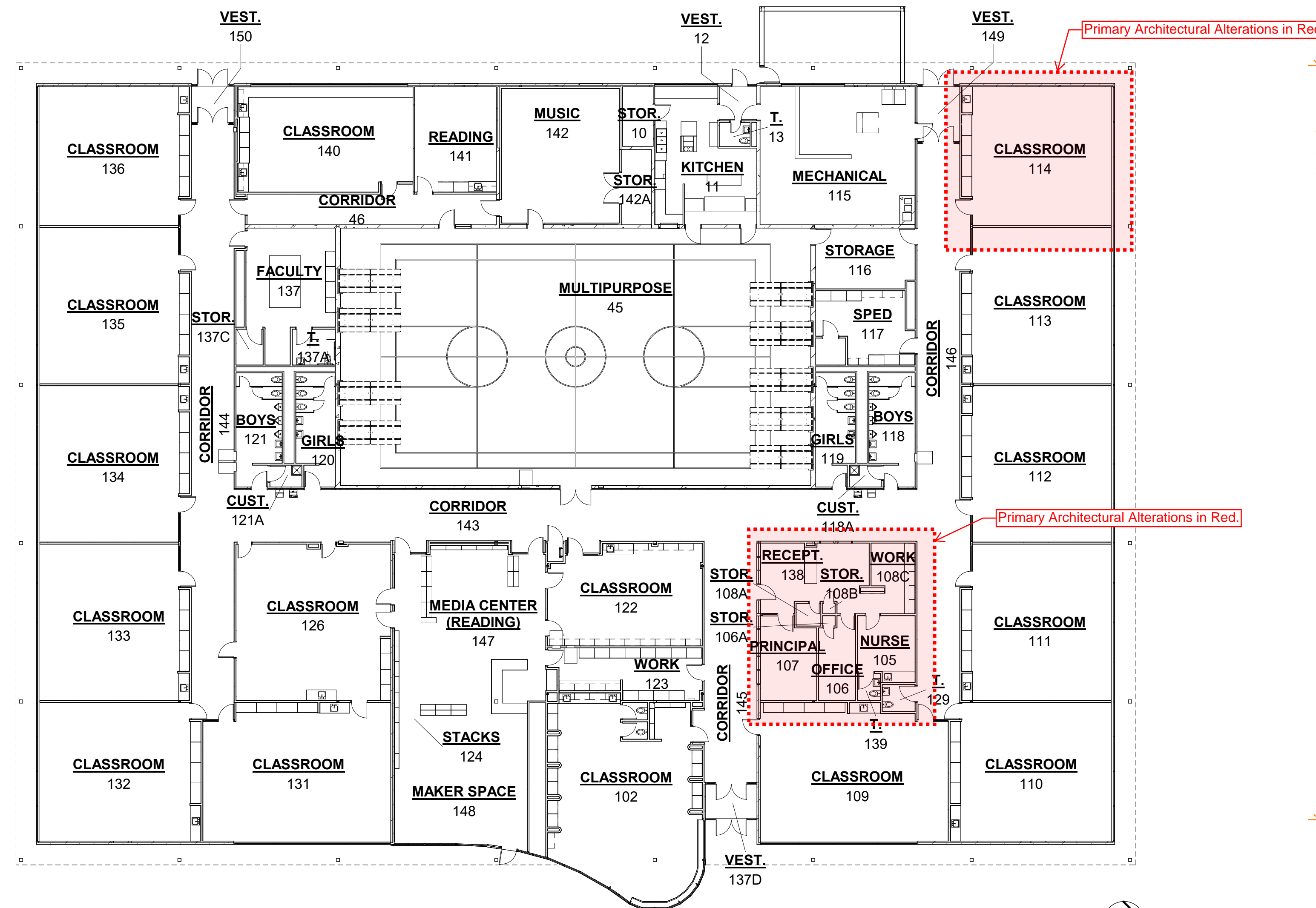
CIVIL ENGINEER
 LAMP RYNEARSON
 14710 West Dodge Road, Suite 100
 Omaha, NE 68154
 CA Number: CA-0130

STRUCTURAL ENGINEER
 KLARE STRUCTURAL ENGINEERING
 302 South 51st Avenue
 Omaha, NE 68132
 CA Number: CA-####

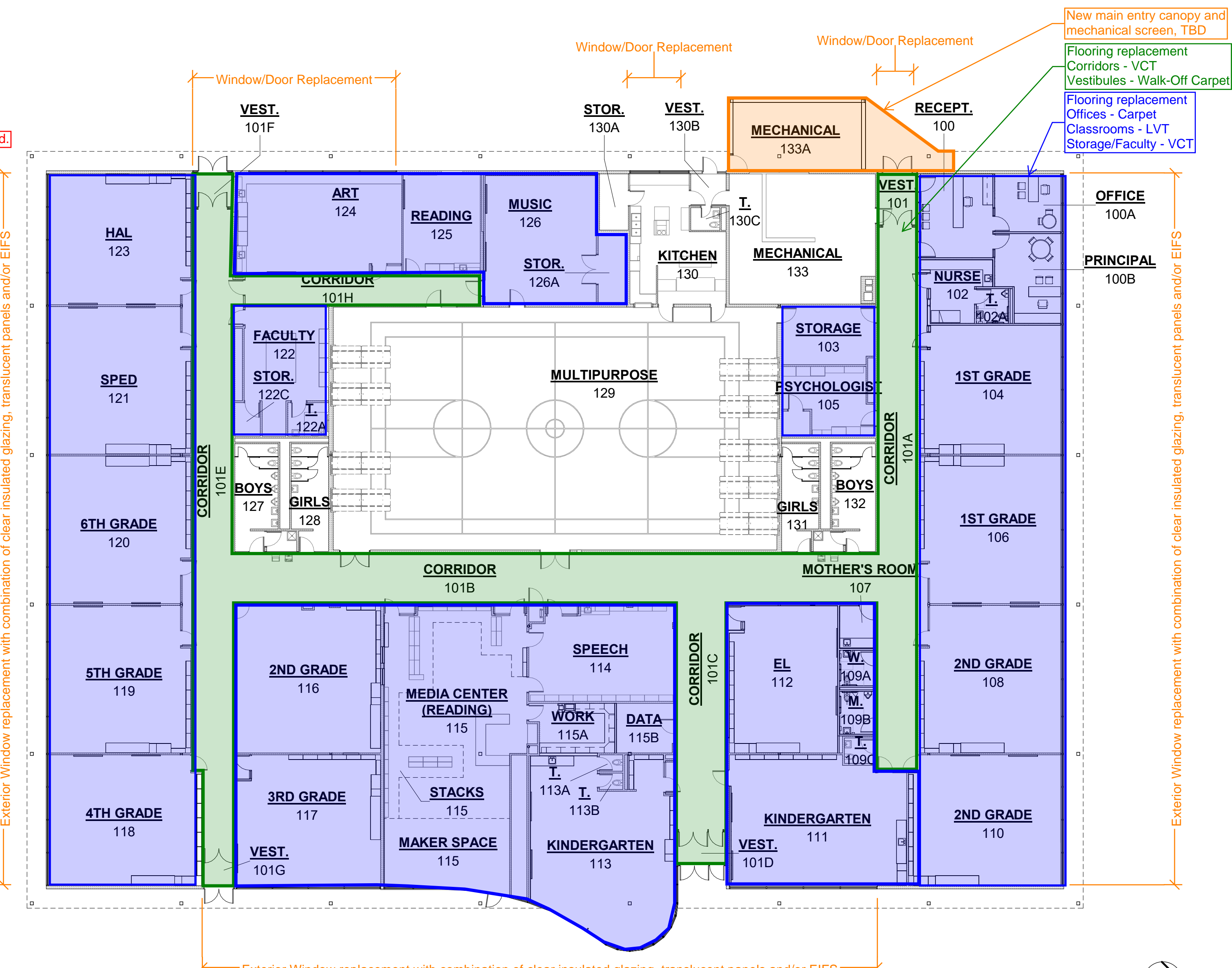
MECHANICAL + ELECTRICAL ENGINEER
 ALVINE ENGINEERING
 1201 Cass Street
 Omaha, NE 68102
 CA Number: CA-2169

Scope to be refined, to happen throughout:

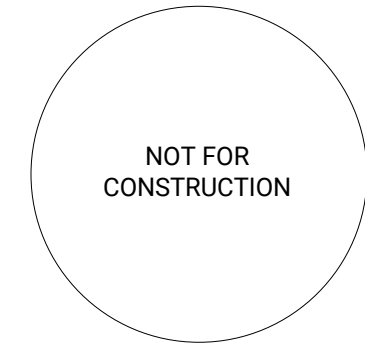
1. Ceiling replacement
2. Lighting upgrades throughout
3. Paint walls throughout
4. Address misc. repair issues (masonry, gutters, peeling vinyl, etc.)
5. Review and update HVAC controls
6. Update exterior exit lighting throughout
7. Confirm scope of "teach" walls throughout for interactive displays
8. Intrusion detection and door hardware throughout
9. IP-based video surveillance



1 SCOPE REVIEW PLAN - EXISTING
 1/16" = 1'-0" 0' 16" 32"



2 SCOPE REVIEW PLAN
 1/16" = 1'-0" 0' 16" 32"



#	Description	Date

SEYMOUR ELEMENTARY SCHOOL RENOVATION

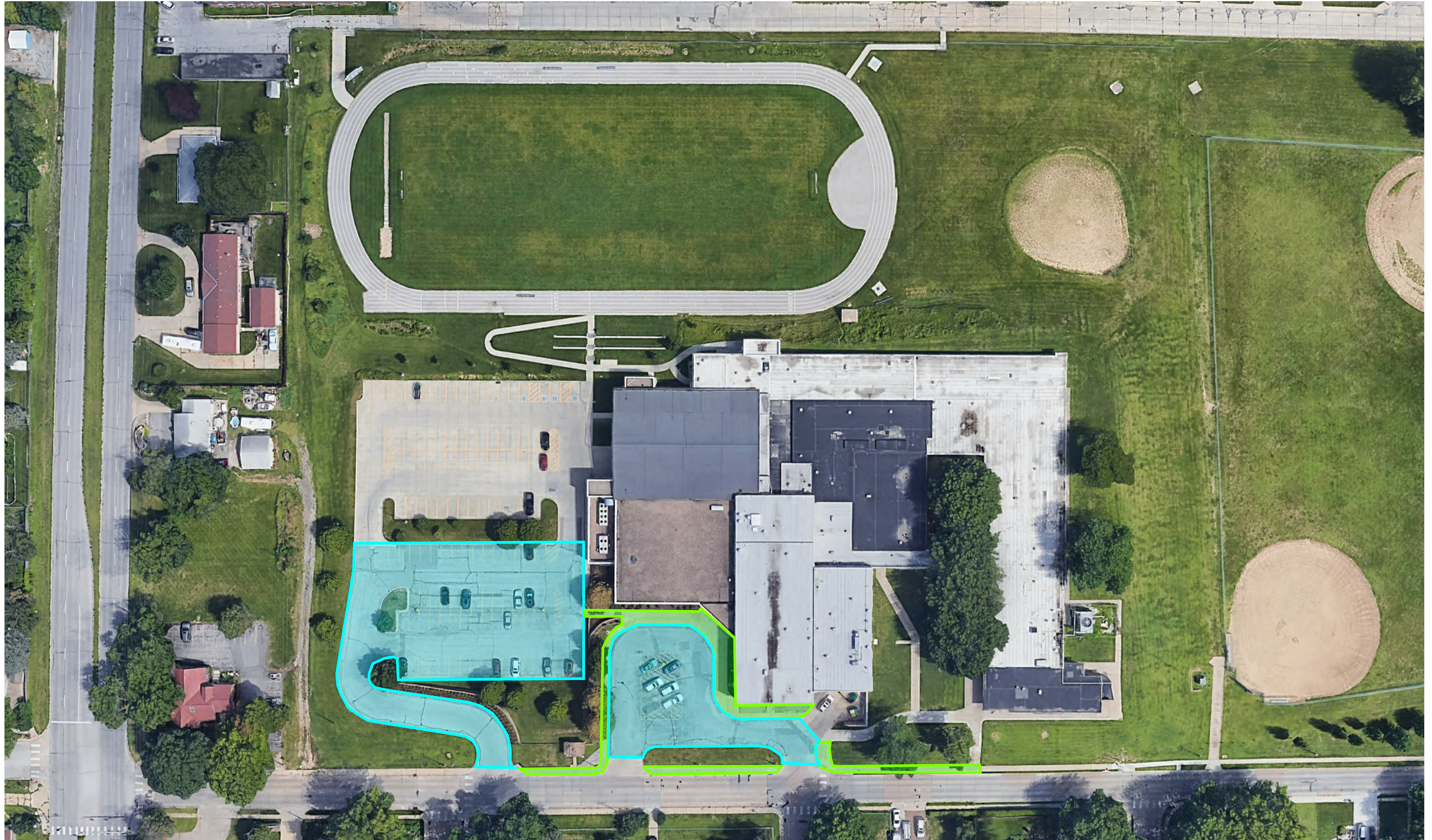
4900 SOUTH 79TH STREET, RALSTON, NE 68127

RALSTON PUBLIC SCHOOLS

SCOPE PLAN

GO-2

SCHEMATIC DESIGN
 BCDM NO. 5410-11
 August 10, 2023



1 FLOOR PLAN - RALSTON MIDDLE - AERIAL Parking, drive and sidewalk replacement
A1-B 1/32" = 1'-0" 0' 18' 16'



RALSTON 2021 BOND - RALSTON MIDDLE SCHOOL

RALSTON PUBLIC SCHOOLS

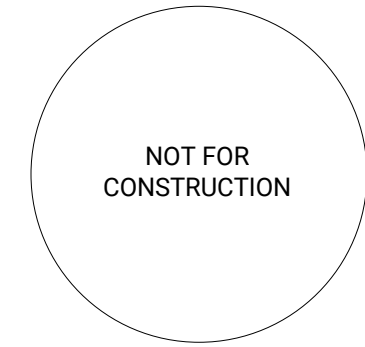
PROJECT TEAM

ARCHITECTURE + INTERIORS
BCDM ARCHITECTS
1015 North 98th Street, Suite 300
Omaha, NE 68114
CA Number: CA-0271

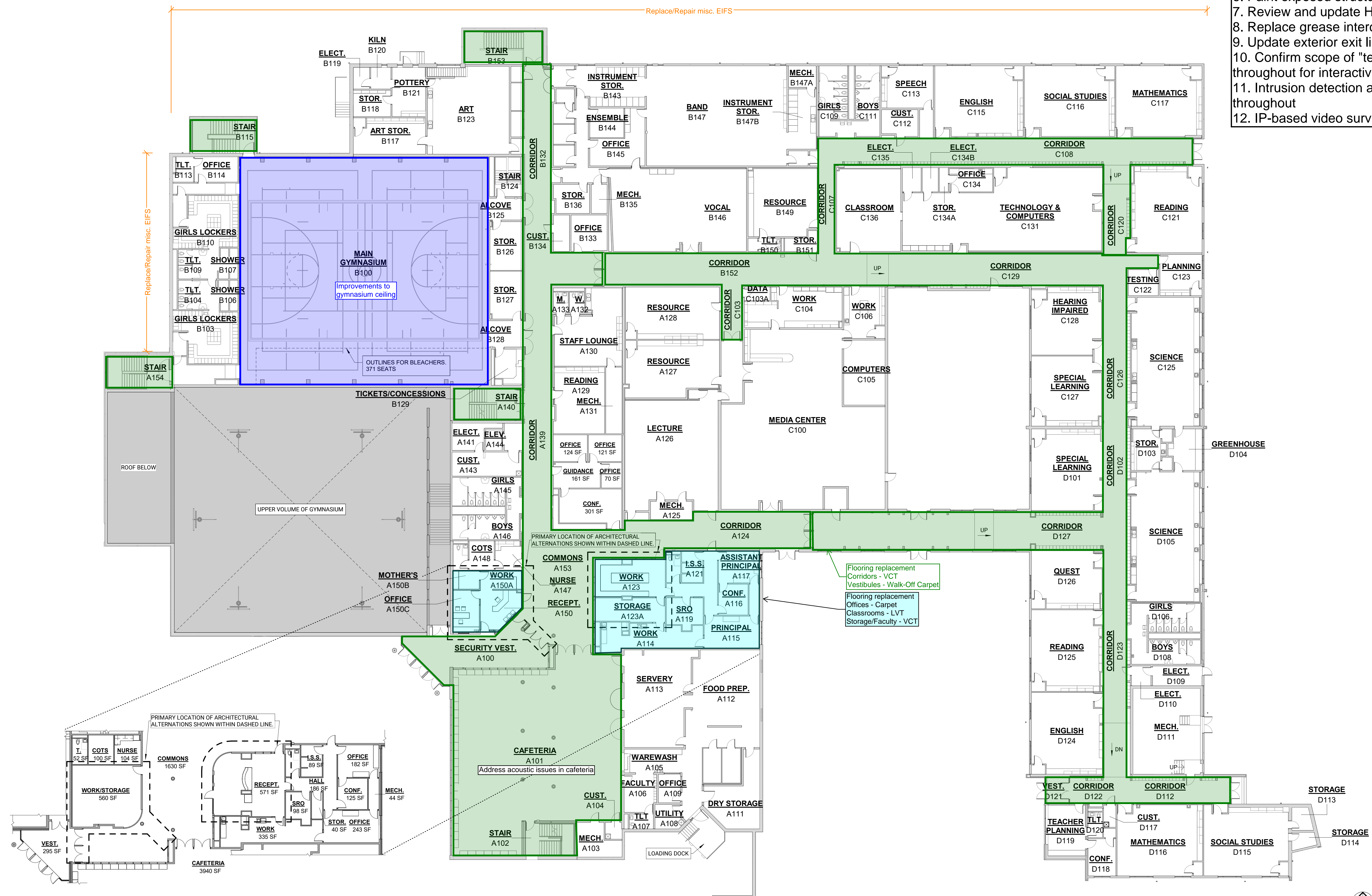
CIVIL ENGINEER
LAMP RYNEARSON
14710 West Dodge Road, Suite 100
Omaha, NE 68154
CA Number: CA-0130

STRUCTURAL ENGINEER
KLARE STRUCTURAL ENGINEERING
302 South 51st Avenue
Omaha, NE 68132
CA Number: CA-####

MECHANICAL + ELECTRICAL ENGINEER
ALVINE ENGINEERING
1201 Cass Street
Omaha, NE 68102
CA Number: CA-2169



- Scope to be refined, to happen throughout:
1. Ceiling replacement where required
 2. Lighting upgrades throughout
 3. Paint walls throughout
 4. Address misc. repair issues (masonry, gutters, peeling vinyl, etc.)
 5. Replace lockers throughout, confirm if applicable
 6. Paint exposed structure in lower gym
 7. Review and update HVAC controls
 8. Replace grease interceptor
 9. Update exterior exit lighting throughout
 10. Confirm scope of "teach" walls throughout for interactive displays
 11. Intrusion detection and door hardware throughout
 12. IP-based video surveillance



2 SCOPE REVIEW PLAN - MAIN LEVEL - EXISTING CONDITIONS
1/16" = 1'-0" 0' 16' 32'

1 SCOPE REVIEW PLAN - MAIN LEVEL
1/16" = 1'-0" 0' 16' 32'

RALSTON MIDDLE SCHOOL RENOVATION

8202 LAKEVIEW STREET,
RALSTON NE 68127

RALSTON PUBLIC SCHOOLS

SCOPE PLAN - MAIN LEVEL

GO-3

SCHEMATIC DESIGN
BCDM NO. 5410-10
SEPTEMBER 18, 2023

PROJECT TEAM

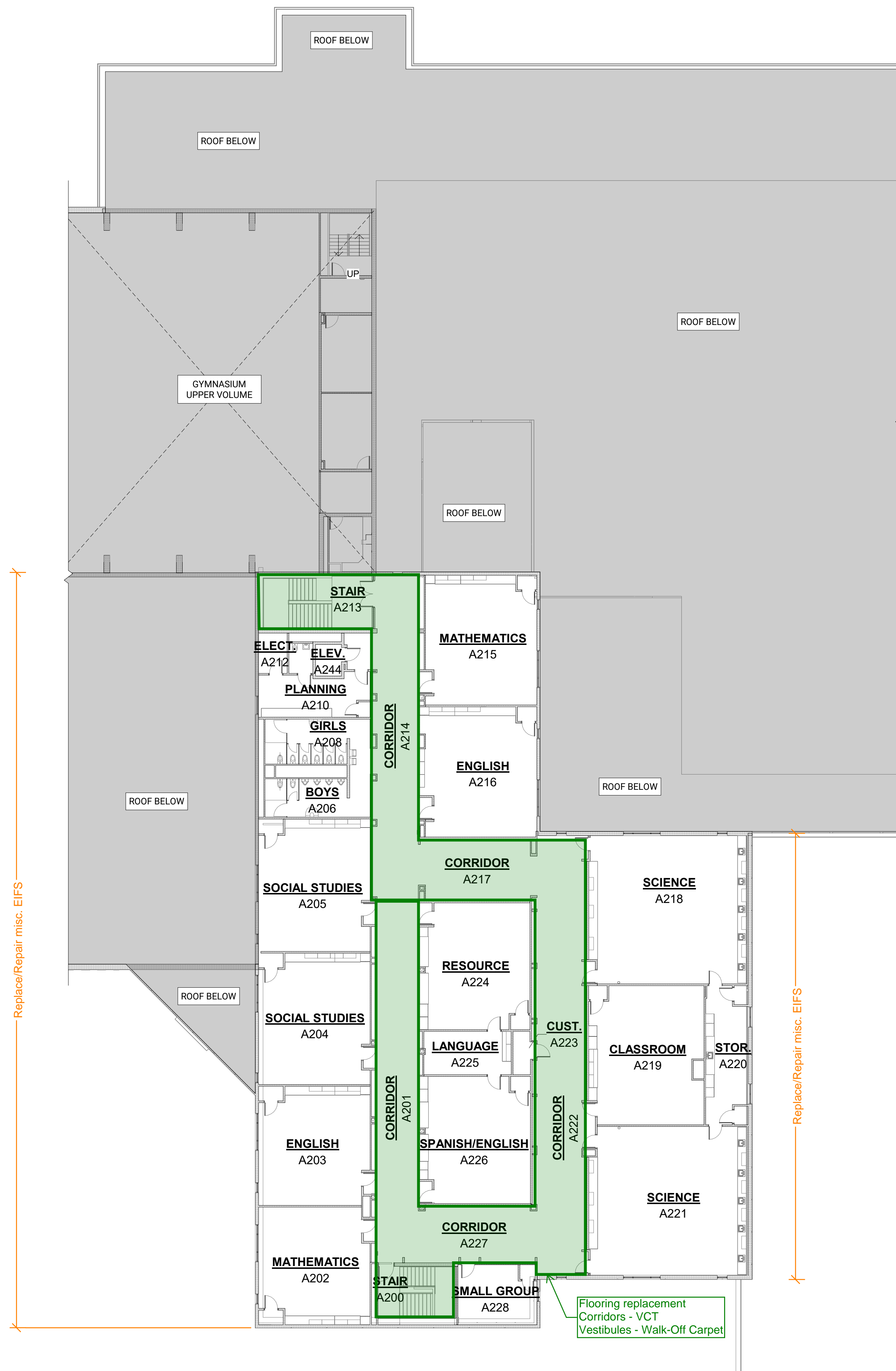
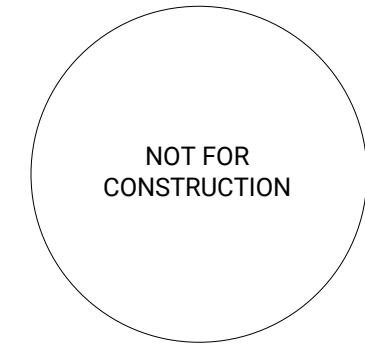
ARCHITECTURE + INTERIORS
BCDM ARCHITECTS
1015 North 98th Street, Suite 300
Omaha, NE 68114
CA Number: CA-0271

CIVIL ENGINEER
LAMP RYNEARSON
14710 West Dodge Road, Suite 100
Omaha, NE 68154
CA Number: CA-0130

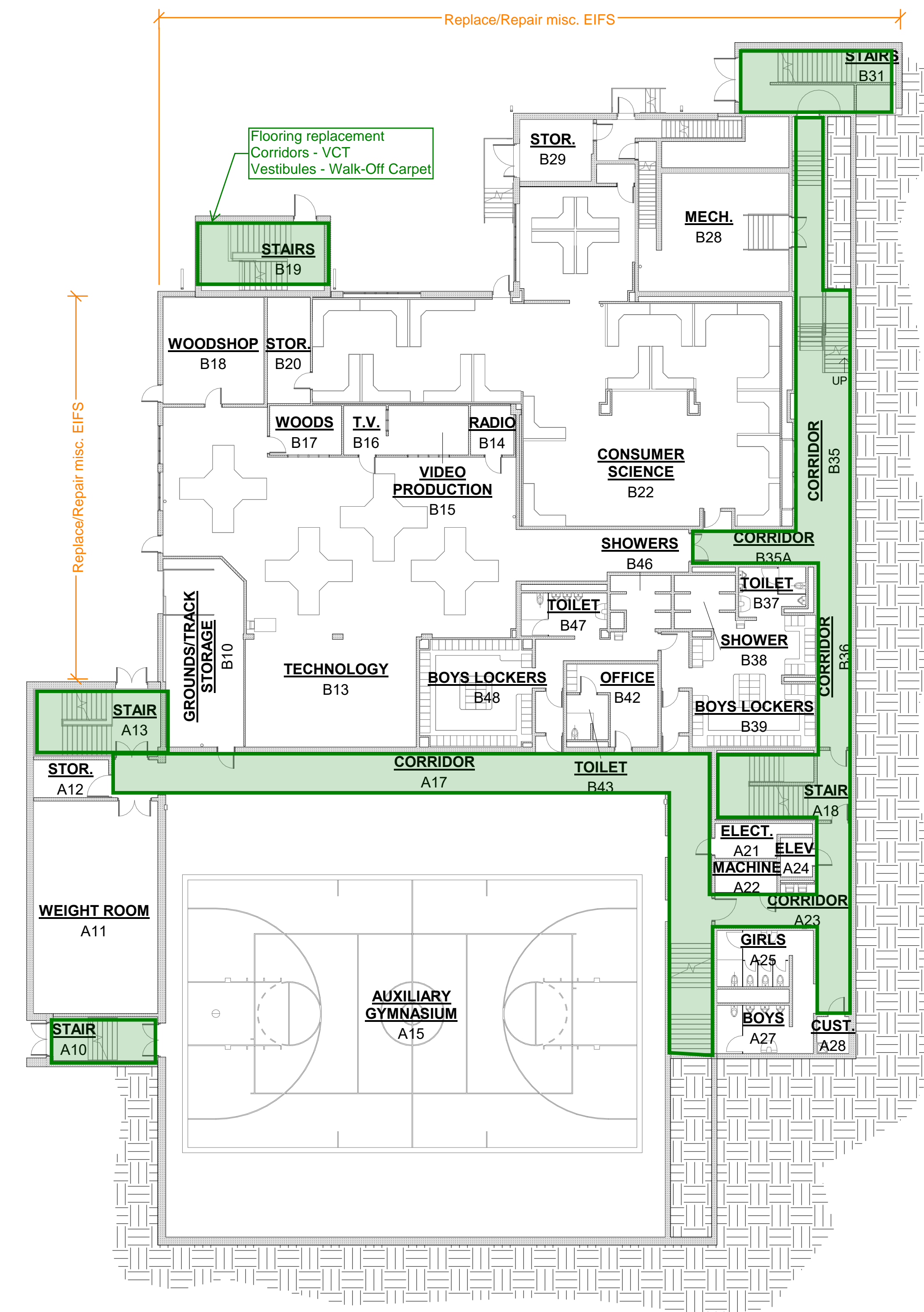
STRUCTURAL ENGINEER
KLARE STRUCTURAL ENGINEERING
302 South 51st Avenue
Omaha, NE 68132
CA Number: CA-####

MECHANICAL + ELECTRICAL ENGINEER

ALVINE ENGINEERING
1201 Cass Street
Omaha, NE 68102
CA Number: CA-2169



2 SCOPE REVIEW PLAN - UPPER LEVEL
1/16" = 1'-0" 0' 1' 16" 32"



1 SCOPE REVIEW PLAN - LOWER LEVEL
1/16" = 1'-0" 0' 1' 16" 32"

#	Description	Date
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RALSTON MIDDLE SCHOOL RENOVATION

8202 LAKEVIEW STREET,
RALSTON NE 68127

RALSTON PUBLIC SCHOOLS

SCOPE PLAN - LOWER AND UPPER LEVELS

GO-4

SCHEMATIC DESIGN
BCDM NO. 5410-10
SEPTEMBER 18, 2023



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 9th day of October in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, 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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen. Mgr.
brian.mahlendorf@weitz.com

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.

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. At the Construction Manager's request, the Owner will furnish to the Construction Manager a copy of the insurance required by this section for the Construction Manager's review.

§ 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, then Owner will be responsible for paying such deductibles or self-insured 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 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,

- .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 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.3.2.3 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.3.2.4 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 limit 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. 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.

§ 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)

Init.

§ B.3.4 Performance Bond and Payment Bond

§ 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:

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:58 ET on 09/29/2023.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 9th day of October in the year 2023

...

(Name and location or address)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

THE

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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

...

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen. Mgr.
brian.mahlendorf@weitz.com

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. At the Construction Manager's request, the Owner will furnish to the Construction Manager a copy of the insurance required by this section for the Construction Manager's review.

§ 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.)

Cause of Loss	Sub-Limit
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§ 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.2.3.1.4 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 then Owner will be responsible for paying such deductibles or self-insured retentions.

§ 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.

~~§ 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, 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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§ 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 limit~~ 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. 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 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.~~

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~~§ 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 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.

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.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, 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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

THE CONTRACTOR:

(Name, legal status and address)

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen. Mgr.
brian.mahlendorf@weitz.com

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

TABLE OF ARTICLES

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- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**

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.

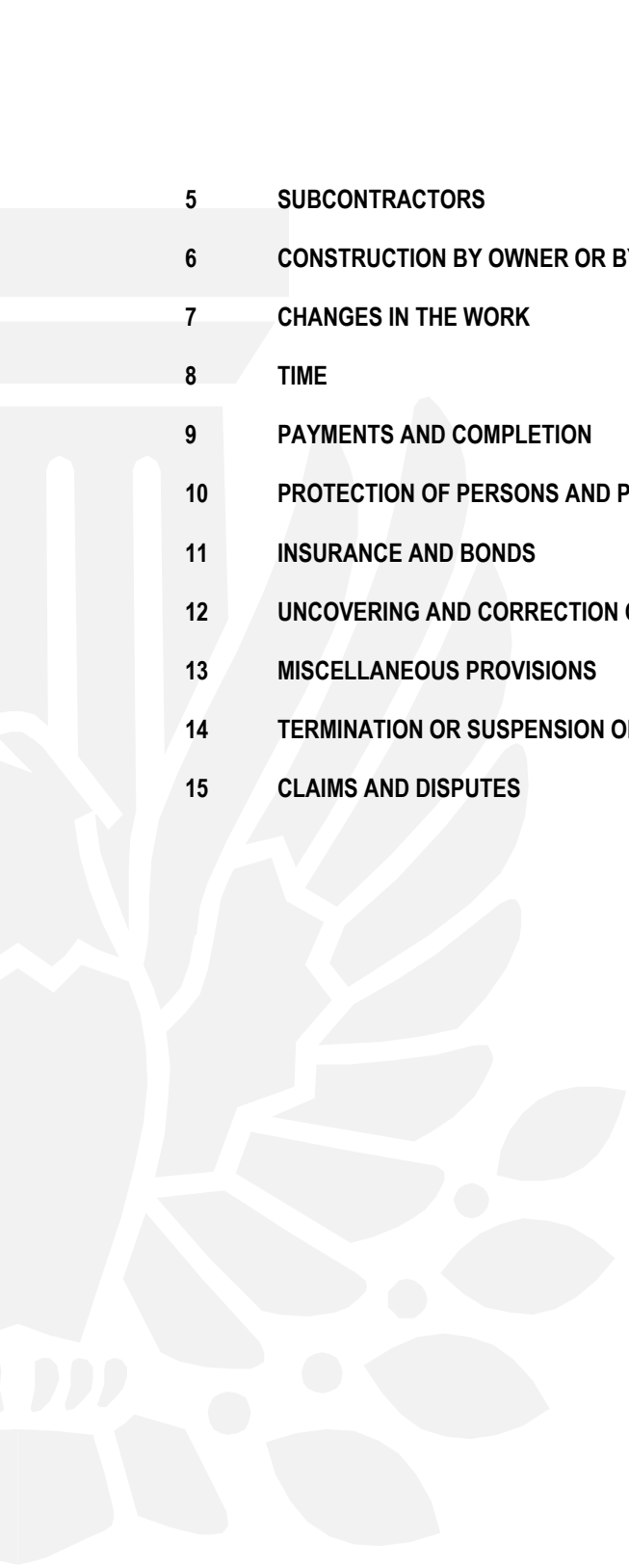
For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(2018783283)



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10	PROTECTION OF PERSONS AND PROPERTY
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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.

Init.

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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.

§ 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.

§ 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,

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.

§ 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. If Contractor fails to verify all such site dimensions related to such existing or other work or identifies a discrepancy between existing or related work and the Drawings issued by the Architect but knowingly proceeds with Contractor's work anyway, then 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.

§ 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 prior inspections, reviews, and preconstruction services for 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

- .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 Contractor 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.

§ 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

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.

§ 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.

§ 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

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.

§ 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;

- .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 For off-site storage locations in excess of fifty miles from the project site, the Contractor must bear the cost of the Owner's and Architect's expenses related to visiting such off-site storage area(s) 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

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. If, in the sole discretion of Owner, the grounds upon which the Owner is entitled to withhold payment can and will be remedied by the Contractor, then the Owner may provide notice of such grounds to the Contractor and may further choose to, but is not obligated to, remit the payment in question. Any amounts withheld by Owner pursuant to this section 9.4.3 shall not accrue interest.

§ 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.

§ 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 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 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

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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.

§ 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 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.

§ 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 causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state

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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.

§ 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

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

- .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.

§ 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.

§ 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.

§ 15.2 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.

Init.

§ 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.

(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)

Additions and Deletions Report for **AIA® Document A201® – 2017**

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Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, 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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

THE CONTRACTOR:

(Name, legal status and address)

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen. Mgr.
brian.mahlendorf@weitz.com

...

BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
Attn: Pat Carson
pcarson@bcdm.net

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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.

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§ 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~~ 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,

(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.

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§ 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.

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§ 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.

§ 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. If Contractor fails to verify all such site dimensions related to such existing or other work or identifies a discrepancy between existing or related work and the Drawings issued by the Architect but knowingly proceeds with Contractor's work anyway, then 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.

§ 3.3.1 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.

...

§ 3.5.1 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.
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§ 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 prior inspections, reviews, and preconstruction services for the Project.
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§ 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 Contractor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

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~~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

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.

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§ 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. 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.

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§ 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.

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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 ~~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.

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§ 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.

§ 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.

§ 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.

...

~~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.

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§ 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~~ For off-site storage locations in excess of fifty miles from the project site, the Contractor must bear the cost of the Owner's and Architect's expenses related to visiting such off-site storage area(s) 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 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 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 materialmen's 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 materialmen's 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.

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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. If, in the sole discretion of Owner, the grounds upon which the Owner is entitled to withhold payment can and will be remedied by the Contractor, then the Owner may provide notice of such grounds to the Contractor and may further choose to, but is not obligated to, remit the payment in question. Any amounts withheld by Owner pursuant to this section 9.4.3 shall not accrue interest.

...

§ 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 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.

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~~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; 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.

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§ 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.

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§ 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. 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.

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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.

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§ 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 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.

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§ 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. 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 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 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.

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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.

...

§ 12.2.1 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*.~~

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§ 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.

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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 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.~~

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§ 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.

...

§ 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.

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§ 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.~~

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§ 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.~~

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~~§ 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 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).

~~§ 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.

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 15:07:33 ET on 09/29/2023 under Order No. 4104241190 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®]

Document A312[®] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen.
Mgr.
brian.mahlendorf@weitz.com

SURETY:

(Name, legal status and principal place of business)

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.

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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

CONSTRUCTION CONTRACT

Date: October 9, 2023

Amount: \$

Description:

(Name and location)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

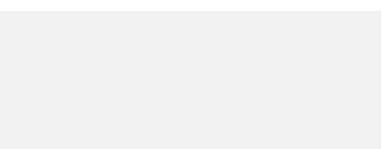
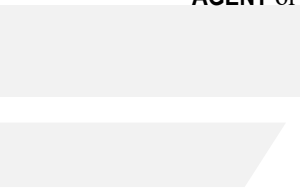
Init.

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



Init.

/

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User Notes:

(909206358)

§ 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.

§ 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.

Init.

§ 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

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Additions and Deletions Report for AIA® Document A312® – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:08:13 ET on 09/29/2023.

PAGE 1

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen.
Mgr.
brian.mahlendorf@weitz.com

...

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

...

Date: October 9, 2023

...

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, 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 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.

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 15:08:13 ET on 09/29/2023 under Order No. 4104241190 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®]

Document A312[®] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen.
Mgr.
brian.mahlendorf@weitz.com

SURETY:

(Name, legal status and principal place of business)

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.

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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

CONSTRUCTION CONTRACT

Date: October 9, 2023

Amount: \$

Description:

(Name and location)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

Init.

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User Notes:

(813068398)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)



Init.

/

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User Notes:

(813068398)

§ 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

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.

§ 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

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



Additions and Deletions Report for AIA® Document A312® – 2010

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PAGE 1

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen.
Mgr.
brian.mahlendorf@weitz.com

...

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

...

Date: October 9, 2023

...

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, 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.



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 15:07:12 ET on 09/29/2023 under Order No. 4104241190 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®]

Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

A133-2019 EXHIBIT A1.1

This Amendment dated the 16th day of January in the year 2024, 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 9th day of October in the year 2023 (the "Agreement")

for the following PROJECT:

Seymour Elementary

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, 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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen. Mgr.
brian.mahlendorf@weitz.com

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.

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

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 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 Three Million Six Hundred Five Thousand Fourteen Dollars (\$3,605,014), 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.)

See Closure Document, Ralston Public Schools Seymour Elementary, Closure Document #1 GMP / December 12, 2023 (Attachment A1.1-A)

§ 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

(Paragraphs deleted)

Init.

be January 2024.

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.

§ 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

(Paragraphs deleted)

Work no later than August 31, 2024.

§ A.2.3.2 Intentionally deleted.

(Table deleted)

§ 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 plans, drawings, and specifications prepared by the Architect and/or the Owner.

§ 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.)

See BCDM Specifications

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.)

See BCDM Drawings

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:

§ 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)

Jason Buckingham, Superintendent
Ralston Public Schools

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Brian Mahlendorf, Vice President, General Manager
The Weitz Company, LLC

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:32:42 ET on 01/08/2024.

PAGE 1

A133-2019 EXHIBIT A1.1

This Amendment dated the 16th day of January in the year ~~2024~~, 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.)~~ 9th day of October in the year 2023 (the "Agreement")

for the following PROJECT:

Seymour Elementary

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project
~~(Name and address or location)~~

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, 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 Jason Buckingham
(402) 331-4700
Jason_Buckingham@ralstonschools.org

...

(Name, legal status, and address)

The Weitz Company, LLC
8715 South 121st Street
La Vista, NE 68128
(402) 592-7000
Attn: Brian Mahlendorf, V.P., Gen. Mgr.
brian.mahlendorf@weitz.com

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$—)~~, Three Million Six Hundred Five Thousand Fourteen Dollars (\$3,605,014), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Closure Document, Ralston Public Schools Seymour Elementary, Closure Document #1 GMP / December 12, 2023 (Attachment A1.1-A)

...

§ 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.)*~~

be January 2024.

PAGE 3

§ 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: Work no later than August 31, 2024.~~

§ 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:

Intentionally deleted.

Portion of Work

Substantial Completion Date

...

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the ~~following~~ plans, drawings, and specifications prepared by the Architect and/or the Owner.

...

See BCDM Specifications

...

See BCDM Drawings

PAGE 4

Jason Buckingham, Superintendent
Ralston Public Schools

Brian Mahlendorf, Vice President, General Manager
The Weitz Company, LLC

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 14:32:42 ET on 01/08/2024 under Order No. 4104241190 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CLOSURE DOCUMENT

RALSTON PUBLIC SCHOOLS SEYMOUR ELEMENTARY

Closure Document #1 GMP / December 12, 2023



SECTION 01 //
EXECUTIVE SUMMARY 2

SECTION 02 //
VALUE ANALYSIS 3

SECTION 03 //
CLARIFICATIONS 4

SECTION 04 //
EXCLUSIONS 7

SECTION 05 //
SCHEDULE 8



Section 01 //
Executive Summary



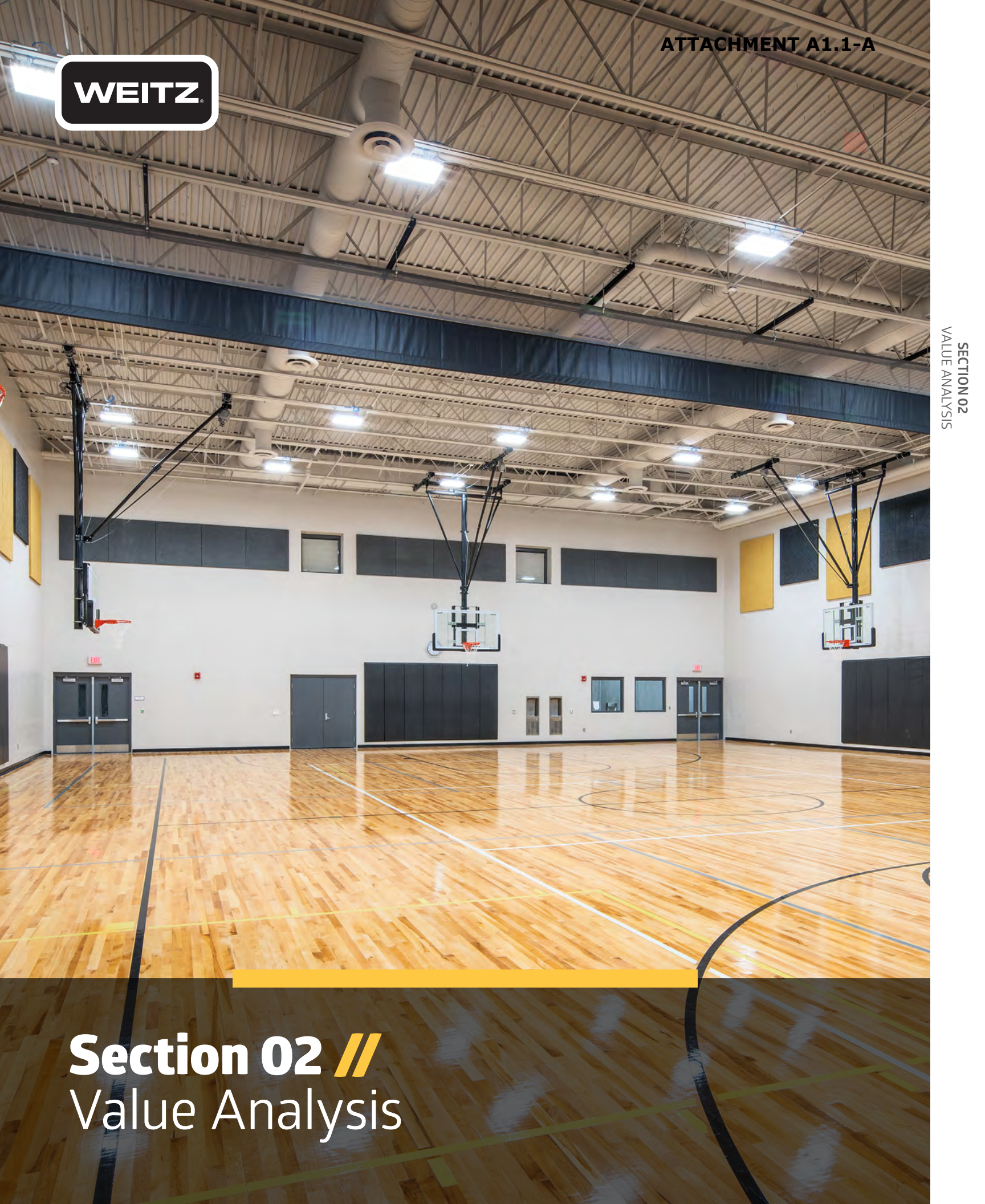
EXECUTIVE SUMMARY

Project : Seymour Elementary School Renovation - Ralston Public Schools

Date : 12/12/2023
 Gross Area: 31,715 GSF
 Job # : W23025

Design Stage: Construction Documents
 Plans Dated: 10/26/2023
 Addenda Issued: 01, 02 & 03

Bid Ticket	Trade Description	Current Estimate	Previous Estimate	Variance	Comments
1	Costs for Labor, Equipment, Temp Facilities, and Other Materials (7.2, 7.5)	\$ 388,698	\$ 426,232	\$ (37,534)	
2	Demolition	\$ 204,259	\$ 186,714	\$ 17,545	
3	Abatement	By Owner	By Owner	By Owner	
4	Site / Building Concrete	\$ 87,740	\$ 160,460	\$ (72,720)	
5	Reinforcing - Material	\$ 2,284	\$ -	\$ 2,284	
6	Reinforcing - Install - w/ Tckt #4	w/ Tckt #4	w/ Tckt #4	w/ Tckt #4	
7	Masonry	\$ 32,724	\$ 18,416	\$ 14,307	
8	Misc. Metals - Fabrications	\$ 35,576	\$ 10,272	\$ 25,304	
9	Misc. Metals - Erection	\$ 12,891	\$ 14,284	\$ (1,393)	
10	Rough Carpentry	\$ 25,302	\$ 16,438	\$ 8,864	
11	Finish Carpentry - Installs	\$ 56,140	\$ 54,397	\$ 1,743	
12	Millwork, Casework, Solid Surface	\$ 126,065	\$ 137,086	\$ (11,021)	
13	Fireproofing & Firestopping	\$ -	\$ -	\$ -	
14	Membrane Roofing & Insulation	\$ 22,584	\$ 16,715	\$ 5,869	
15	Caulking, Waterproofing, Joint Sealants	\$ 12,144	\$ 8,461	\$ 3,684	
16	Doors, Frames & Hardware	\$ 77,624	\$ 75,371	\$ 2,253	
17	Storefronts, Windows, Glazing, Power Door Operators	\$ 236,449	\$ 206,120	\$ 30,330	
18	Drywall, Framing, Insulation, Acoustical Treatments, EIFS	\$ 446,905	\$ 450,000	\$ (3,096)	
19	Tile	\$ 16,110	\$ 24,586	\$ (8,475)	
20	Flooring - Resilient/Carpet	\$ 146,748	\$ 117,625	\$ 29,123	
21	Painting	\$ 95,798	\$ 84,940	\$ 10,858	
22	Specialties	\$ 73,844	\$ 54,600	\$ 19,244	
23	Signage	\$ 8,825	\$ 4,260	\$ 4,565	
24	Windows Shades	\$ 11,778	\$ 2,917	\$ 8,861	
25	Fire Protection	\$ 154,686	\$ 159,151	\$ (4,465)	
26	Plumbing w/ Tckt #27	w/ Tckt #27	\$ 150,000	w/ Tckt #27	
27	HVAC	\$ 268,062	\$ 150,000	\$ 118,062	
28	Electrical & Communications	\$ 747,458	\$ 825,662	\$ (78,204)	
29	Earthwork	\$ 46,944	\$ 33,054	\$ 13,890	
30	Site Improvements & Furnishings - Repairs / Louvers Screen	\$ 29,910	\$ -	\$ 29,910	
31	Landscape & Irrigation - Repairs	\$ 3,410	\$ 12,156	\$ (8,746)	
32	Site Utilities	\$ 43,087	\$ 41,909	\$ 1,177	
33	Floor Injection	\$ 15,192	\$ -	\$ 15,192	
34	Moving - Wetz Assistance / Storage Container	\$ 15,000	\$ -	\$ 15,000	
72	SUBTOTAL	\$ 3,444,234	\$ 3,441,823	\$ 2,411	
73	Sub Bonds or SDI Total	w/ Tickets	w/ Tickets	w/ Tickets	
74	Permits 0.00%	By Owner	By Owner	By Owner	
75	General Liability Insurance w/ Fee	w/ Fee	w/ Fee	w/ Fee	
76	Data Processing 0.00%	n/a	n/a	n/a	
77	Warranty Services 0.00%	n/a	n/a	n/a	
78	Builders Risk Insurance (or DIC) 0.000%	By Owner	By Owner	By Owner	
79	Builders Risk Insurance Deductible	n/a	n/a	n/a	
80	Allowances	n/a	n/a	n/a	
81	Pre-Construction Services	\$ 15,000	\$ 15,000	\$ -	
82	Performance Bond 0.86%	\$ 31,863	\$ 28,464	\$ 3,399	
83	Special Tax Provisions	n/a	n/a	n/a	
84	Escalation 0.00%	n/a	n/a	n/a	
85	Contractor Contingency	\$ 80,000	\$ 80,000	\$ -	
86	Construction Fee 3.75%	\$ 133,916	\$ 131,250	\$ 2,666	
87	TOTAL PROJECT	\$ 3,705,014	\$ 3,696,537	\$ 8,477	
88	Move substantial completion to August 31, 2024 and Move-in to September 2024	\$ (100,000)			
89		\$ 3,605,014			



Section 02 //
Value Analysis

VALUE ANALYSIS

Conditions Legend
 E = Estimate
 C = Confirmed Price
 A = Allowance
 T = Target Amount
 MD = Must Do
 ME = Mutually Exclusive

Status Legend
 P = Pending
 A = Approved
 R = Rejected
 I = Incorporated

Building Designation
 01 BUILDING 01
 02 BUILDING 02
 03 BUILDING 03
 04 BUILDING 04
 05 BUILDING 05
 06 BUILDING 06
 07 BUILDING 07
 08 BUILDING 08
 09 BUILDING 09
 10 BUILDING 10

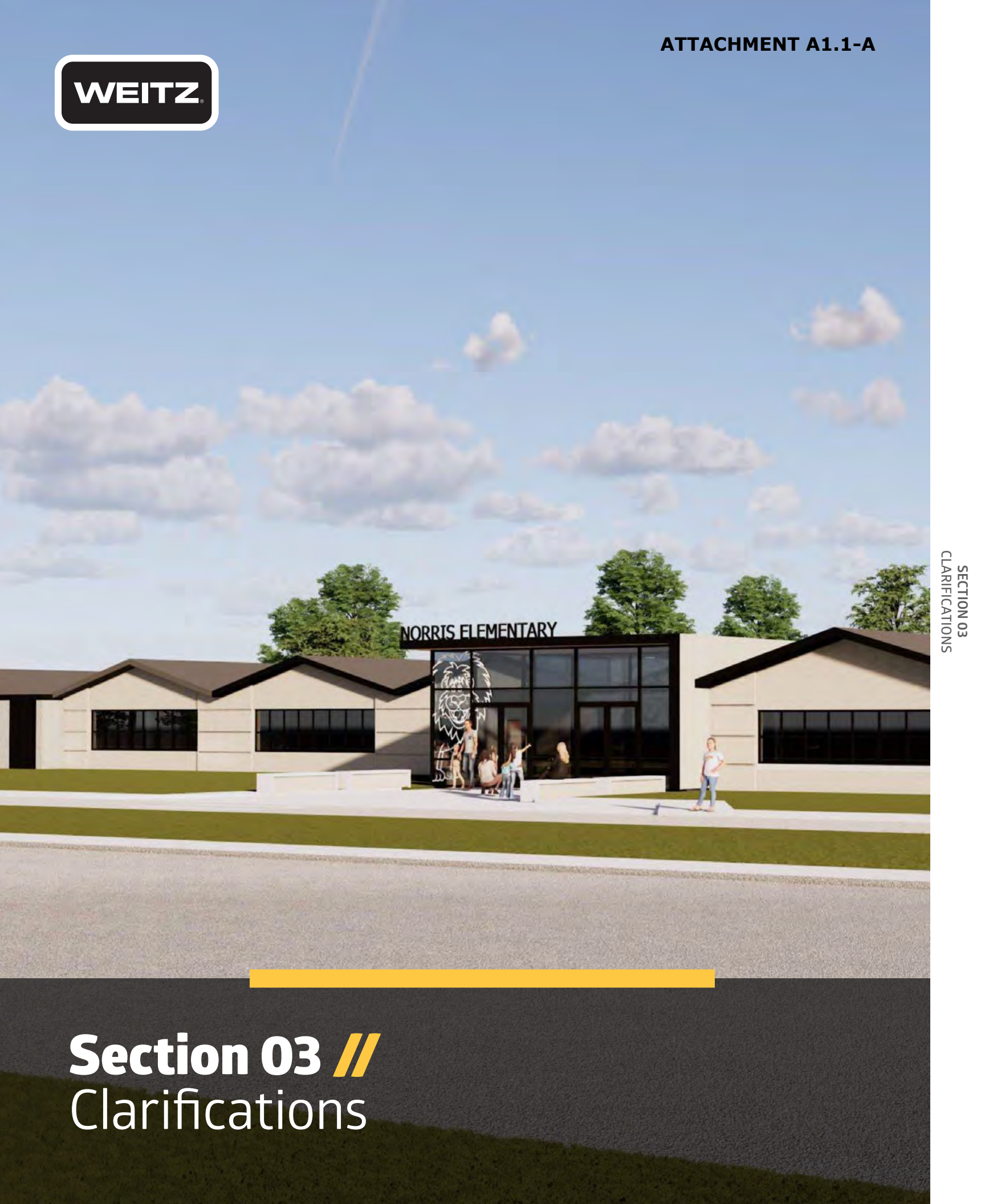
Buildlog Report
Ralston Public Schools Seymour Elementary
 December 12, 2023



(***Items in Bold are new)

Cat.	Item No.	Bldg	Description	Potential Change	Conditions	Scope Change "x"	Status	Status Date	Amount Pending	Amount Approved	Amount Rejected	Amount Incorporated	Action & Comments
01	General / Overall								(\$100,000)	\$0	\$0	\$0	
	<u>01</u>		Move substantial completion to August 31, 2024 and move-in date to September 2024	(\$100,000)	C	X	P	12/12/2023	(\$100,000)				
A	Substructure								\$0	\$0	\$0	\$0	
B10	Superstructure								\$0	\$0	\$0	\$0	
B20	Shell - Exterior Enclosure								\$0	\$0	\$0	\$0	
B30	Shell - Roof								\$0	\$0	\$0	\$0	
C	Interiors								\$0	\$0	\$0	\$0	
D10	Services--Conveying								\$0	\$0	\$0	\$0	
D20	Services--Plumbing								\$0	\$0	\$0	\$0	
D30	Services--HVAC								\$13,379	\$0	\$0	\$0	
	<u>01</u>		Provide services to reprogram the existing air handling units, chiller, boilers, and pumps with new sequences of operation.	\$13,379	C	X	P	12/12/2023	\$13,379				
D40	Services--Fire Protection								\$0	\$0	\$0	\$0	
D50	Services--Electric								\$57,576	\$0	\$0	\$0	
	<u>01</u>		Emergency responder radio enhancement system: base bid - provide testing, add alternate - provide full system. See specification.	\$57,576	C	X	P	12/12/2023	\$57,576				
E	Equipment & Furnishings								\$0	\$0	\$0	\$0	
F	Special Construction & Demolition								\$0	\$0	\$0	\$0	
G	Building Sitework								\$0	\$0	\$0	\$0	
SUB-TOTAL All Cost Items													
									(\$29,045)	\$0	\$0	\$0	

Total Cost All Accepted Items	\$0
Current Estimate: 12/12/2023	\$3,705,014
Adjusted Current Estimate including Accepted Value Analysis	\$3,705,014
Owner's Budget Amount	\$3,696,537
Current Variance	\$8,477



Section 03 //
Clarifications

CLARIFICATIONS

General / Overall

- Assumes construction will start January 2024, with full access to the building until August 1 2024

A - Substructure

- Per documents

B - Shell

- Refinish exterior doors/frames, if not being replaced, and replace any damaged hardware parts

C - Interiors

- Refinish existing wood doors and hollow metal frames, if not being replaced.
- Flooring as Gym and Stage is to remain and to be cleaned

D - Services

- HVAC
 - Rework existing ductwork and add additional duct as required
 - Balancing for new areas
 - Cover existing ductwork to remain with plastic vs duct cleaning
- Plumbing
 - Per documents
- Fire Protection
 - New NFPA 13, wet sprinkler system
 - New fire service from existing water main
 - PIV
- Electrical
 - Current lead time on switch gear is 50 weeks, alternative solutions are currently being followed
 - Low Voltage Systems
 - We include a fiber backbone tie between 150 B and 018
 - Plans show 2 fiber shelves, it is assumed both are to be provided by service provider
 - Communications
 - Conduit/Boxes – Rough-in
 - Cabling
 - Equipment – By Owner
 - CCTV
 - Conduit/Boxes – Rough-in
 - Cabling
 - Equipment – By Owner
 - Emergency Responder Radio
 - Conduit/Boxes – By Owner
 - Cabling – By Owner
 - Equipment – By Owner
 - Educational Intercommunications and Program System
 - Conduit/Boxes – Rough-in
 - Cabling – By Owner
 - Equipment – By Owner

- Rescue Assistance Signal System
 - Conduit/Boxes
 - Cabling
 - Equipment
- Wireless Clock System
 - Conduit/Boxes
 - Cabling
 - Equipment
- Electronic Access Control
 - Conduit/Boxes
 - Cabling
 - Equipment
- Intrusion Detection System
 - Conduit/Boxes
 - Cabling
 - Equipment
- Video Intercom
 - Conduit/Boxes
 - Cabling
 - Equipment

E - Equipment

- N/A

F – Special Construction & Demolition

- Remove and reinstall and salvages wall hangings
- Demo slab on grade for new plumbing

G – Building Sitework

- Minimal grading
- Water supply for new fire service
- Chain link fence
- Seed

V – Soft Costs

- N/A

W – Project Equipment

- N/A

X – General Requirements

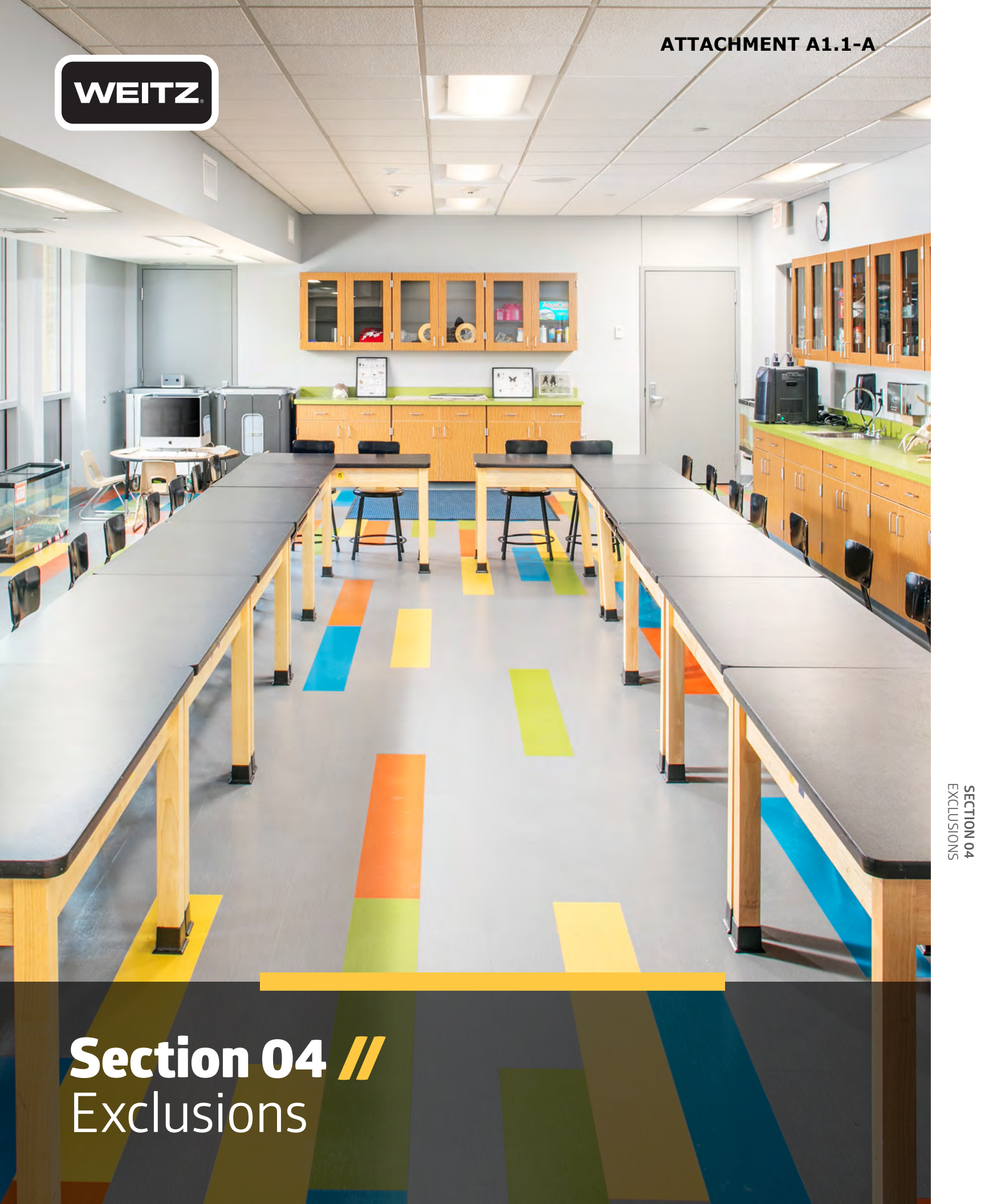
- General Conditions

Y – Insurance / Bond / Contingency

- Subcontractor Default Insurance
- Builder's Risk
- Performance Bond
- General Liability (cost included in contractor's fee)

Z – Contractor Summary

- Fee
- Contractor's Contingency



Section 04 //
Exclusions

EXCLUSIONS

Exclusions

- Building permit cost – City of Omaha building permit has a no cost to the District
- Weather protection
- Sanitary sewer
- Storm sewer
- Wall Protection down corridors
- Window coverings at interior windows
- Flooring in Gym and Stage spaces
- Kitchen equipment
- Cafeteria tables
- Gym Equipment
- Duct cleaning
- Standard classroom AV systems for K-12 school districts within the area would include installing an interactive classroom AV projector or interactive display within each classroom – work to be completed by district
- Install new, IP-based video surveillance system and cameras for the school. Monitor exterior entrances, parking, and the playgrounds with cameras
- Phone lines in Classrooms
- Redesign of the wireless heat mapping
- Digital display
- A/V Equipment
- Unforeseen conditions
- FF&E and Developer soft costs
- Owner contingency
- Design, engineering and consultant costs
- Special inspections as required by building codes
- Special permits or environmental permits
- NPDES permit cost (SWPPP) & Inspections
- All utility fees, assessments, and back-charges
- Capital facility fees
- City of Omaha Arterial Street Improvement Fee, Interceptor Sewer Fees, Community Park Fee, Trail and Boulevard Fees
- All special testing and inspection
- Meters for utilities services provided by MUD and OPPD
- Hazardous material testing and abatement
- Removal of unknown underground obstructions
- Pest control
- Building security during construction
- Printing (permit sets only)



Section 05 //
Schedule



CONTACT US

JASON CROSIER

Project Manager

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P 402.506.2570

8715 South 121st Street
La Vista, Nebraska 68128

SEAN HANRAHAN

Chief Estimator

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P 402.212.7105

8715 South 121st Street
La Vista, Nebraska 68128

BRIAN MAHLENDORF

Vice President and General Manager

E brian.mahlendorf@weitz.com

P 402.510.4012

8715 South 121st Street
La Vista, Nebraska 68128



Ralston Public Schools

District Service Providers Outline

January 2024

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, Aaron Bredenkamp to serve as the designated Treasurer for the Board of Education for purposes of bonding and release of funds from the county.

Official Banks:

Dayspring Bank

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

First Interstate Bank

Most of our accounts sit at First Interstate Bank. Our relationship goes back to when First Interstate was Great Western, and Douglas County Bank & Trust prior to that. 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
General Obligation Bonds Series 2023

Auditing Firm:

This was our 13th 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.

Ralston Public Schools | 2024-2025 CALENDAR

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2-6 New teacher days
7-9 Pre-service
12 First day (PK, Kg, 7, & 9) 1:30 p.m. dismissal
13 All students

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

17 Comp day for conferences

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day
3 Professional learning

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

7 End 3rd Quarter (45 days)
10 Teacher workday (AM) Collaborative plan (PM)
31 Spring break

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11 End 1st Quarter (43 days)
14 Comp day for conferences
15 Teacher workday (AM) Collaborative plan (PM)

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1-4 Spring break
18 No school
21 No school

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1 Professional learning
27-29 Thanksgiving break

MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

22 End 4th Quarter (46 days)
23 Teacher workday
26 Memorial Day

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

19 End 2nd Quarter (43 days)
20 Teacher workday
23-31 Winter break

JUNE 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

19 Juneteenth

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 Winter break
20 Professional learning

JULY 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st Semester: 86 student days
2nd Semester: 91 student days

- No school for students
- No school / staff report
- Early release day

Ralston Public Schools | 2025-2026 CALENDAR

AUGUST 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1-5 New teacher days
6-8 Pre-service
11 First day (PK, Kg, 7, & 9)
1:30 p.m. dismissal
12 All students

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

16 Comp day for conferences

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 Labor Day
2 Professional learning

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

6 End 3rd Quarter (43 days)
9 Teacher workday (AM)
Collaborative plan (PM)
30-31 Spring break

OCTOBER 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10 End 1st Quarter (43 days)
13 Comp day for conferences
14 Teacher workday (AM)
Collaborative plan (PM)

APRIL 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1-3 Spring break
6 No school

NOVEMBER 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

7 Professional learning
26-28 Thanksgiving break

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

21 End 4th quarter (47 days)
22 Teacher workday
25 Memorial Day

DECEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19 End 2nd Quarter (44 days)
22 Teacher workday
23-31 Winter break

JUNE 2026						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19 Juneteenth

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1-2 Winter break
19 Professional learning

JULY 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1st Semester: 87 student days
2nd Semester: 90 student days

- No school for students
- No school / staff report
- Early release day

5045

Student Fees, Fines and Charges

PART ONE:

The District's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction and as such may require additional expenditures which are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire, or equipment shall be required of students except as expressly permitted below.

A. Extracurricular activities and spectator events:

A fee will be charged for participation in extracurricular activities and to spectators of extracurricular activities. Each school building shall annually submit its extracurricular fee list to the District for approval and publication in that school's handbook.

1. Fees may be charged for participation in extracurricular activities. Extracurricular activities are those activities or organizations where student participation is voluntary and does not count toward graduation or advancement between grades.
2. Schools may require students to furnish specialized equipment and attire, or pay a reasonable fee for use of district owned equipment and attire, for participation in extracurricular activities including such activities as extracurricular music.
3. Clubs, teams and organizations for which there may be a fee required for participation may also, as a club, team or organization, decide to make purchases, and may raise funds and/or seek donations according to District policy to assist in the funding of such purchases, which may include, but are not limited to, apparel and trips. The decision of an organization to require members to participate in fundraising or otherwise fund purchases is not a fee charged by the District.
4. Fees may be charged for admission to activities and events which occur at the facilities of Ralston Public Schools and for transportation to and from activities, events and trips outside the district, when those activities do not count toward graduation or advancement between grades and when student participation is voluntary.
5. A school may sell an activity ticket that admits students to activities and events that do not count toward graduation or advancement between grades.
6. Field trip fees may only be charged if participation by the student is voluntary and it does not relate to the required curriculum or if the field trip occurs after school hours and does not count toward school attendance.

B. Minor personal consumable items:

The District may require students to be responsible for the purchase of minor consumable items that are used by the student for extracurricular activities. The District will establish a master list of those items, which are considered minor personal consumable items, which may be required. Each school building

shall choose those items on the list, which it will require of students attending the school. No item which is not on the District's master list will be required. Each school shall annually submit its list of required personal consumable items to the District for approval and publication in that school's handbook.

C. School Store:

The District authorizes the operation of school stores in which students may purchase food, beverages and personal or consumable items. A school store need not have a permanent physical presence and may provide order forms for students to voluntarily purchase items from the school or another vendor. School stores may stock required personal and consumable items and make such items available to students for voluntary purchase. Schools may not require students to purchase an item directly from the school store.

D. Clothing:

In addition to school guidelines about general appropriateness of attire, school buildings may require students to furnish and wear non-specialized clothing meeting general guidelines for the specified courses and activities, if the guidelines are reasonably related to the course. Each school's clothing guidelines shall be submitted to the District for approval and publication in the student handbook.

E. Musical Instruments:

Students who take an elective band course shall be required to supply their own instrument or rent an instrument, except those students who qualify under part 3 of this policy. For those students qualifying under part 3 the district shall not be required to provide for the use of a particular type of musical instrument for any student. The District shall supply the music for such courses.

1. Personal supplies related to musical instruments including, but not limited to, items such as reeds, cork lubricant, pipe cleaners, cleaning cloths and other supplies of general upkeep and considered personal consumable items shall be the responsibility of the student.
2. Schools may require students to furnish their own musical instruments, stands, music and specialized attire for participation in extracurricular music organizations and activities.

F. Lost or damaged school property:

A school may require a student to reimburse the school district for repair or replacement of school district property, which is entrusted to the student and is lost or damaged, as well as property of the district damaged through the acts of a student.

The Board of Education authorizes assessment of fines for damaged, lost or overdue books purchased by the district and loaned to students free of charge.

G. Donations:

The District may request donations of money, materials, equipment or attire to help defray costs of educational programs. The request for donations will clearly indicate the request as a donation and not a requirement.

H. Parking:

Students may be required to pay to park their cars on school property. The District shall annually determine the amount to be charged for parking and publish it in the student handbook.

I. Yearbook, class rings and other optional purchases:

Students may be charged for the purchase of items such as yearbooks, class rings, class sweatshirts, graduation announcements and other such voluntary purchases.

J. Graduation attire:

Students may be required to pay the necessary fee to cover the cost of graduation attire required to participate in graduation ceremonies.

K. Food:

Students may be charged a fee for the purchase of breakfast and/or lunch. Students may be charged for the cost of food, beverages, and the like that students purchase from a school store, a vending machine, a booster club or similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

L. Summer school:

The District may annually set fees for student participation in classes offered during the summer. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund.

M. Night school/Adult education:

The District may annually set fees for student participation in classes offered to students taking classes through the district's night school/adult education program. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund.

N. Post-secondary education costs:

A student may be charged the actual tuition and fees associated with obtaining credits from a postsecondary educational institution when a student receives both high school credit and postsecondary education credit from a course being taken as part of an approved accelerated or differentiated curriculum program. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund unless paid directly to the postsecondary educational institution.

O. Student files and records:

Fees may be charged for copies of student files or records. Parents of students have the right to inspect and review the student's files or records without the payment of a fee, and no fee shall be charged to search for or retrieve any student's files or records.

P. Materials Required for Course Projects

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

PART TWO:

Student Fee Fund

Fees that are charged to students pursuant to PART ONE, subsections A.1, A.2, L, M and N shall be deposited into the Student Fee Fund and expended for the purpose for which they were collected from students.

PART THREE:

Waiver of Student Fees

Fees that are charged pursuant to PART ONE, subsections A and C shall be waived for students who qualify for participation in the free or reduced-price lunch program under United States Department of Agriculture child nutrition programs. Actual participation in the free and reduced-price lunch program is not required to qualify for waivers in this section. All students shall be provided forms at the beginning of each school year, upon enrollment in the District, or at the request of the student, which provide the necessary information and permit the District to use this information to determine eligibility for fee waiver. Criteria for fee waiver will be the same as the criteria for participation in the free and reduced-lunch program. Application forms for fee waivers are available from each building principal. Once the school district has received a student's completed fee waiver application form, and has verified the student's eligibility, waiver of the fee shall be granted for the student. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students.

Adopted on: July 9, 2018

Revised on:

Reviewed on: June 25, 2018

District Title I Parent and Family Engagement Policy

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy and to remove barriers to participation.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.
4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.

6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy.

Adopted on: July 9, 2018

Revised on:

Reviewed on: June 25, 2018

PROCEDURE: 5057

Title I District & Building Parent Involvement Policy & Procedures

Ralston Public Schools and Title One Buildings in Ralston intend to follow the parental policy guidelines in accordance with the No Child Left Behind Act of 2001 as listed below. The policy and the plan to implement it have been developed jointly and in agreement with, and will be distributed to all parents in a language they can understand.

Parents are involved in the planning, review and improvement of the school's Parental Involvement Policy through:

- Title I parent nights are held in the fall
- Parent Teacher conferences held twice a year
- Individual parent meetings with teachers are scheduled as needed or requested
- Interpreters are provided as needed

Annual meetings are held to inform parents of the school's participation in the Title I program.

Title One Open house
Title I parent nights
Interpreters are provided as needed
Evaluate the effectiveness of the parent policy

Parent meetings are held at different times during the day.

- In addition to our evening events parent meetings are set up before and during the school day on an individual basis to accommodate parents.

Title I funds may be used to pay reasonable and necessary expenses associated with parent involvement activities, including transportation, childcare or home visit expenses, to enable parents to participate in school related meetings and training sessions.

If parents are in need of transportation to a school event Title I can cover the cost of transportation. Our school counselor sets up free transportation for parents.
Interpreters are provided as needed

Parents are involved in the planning, review and improvement of the school's Title I program.

Parents help to plan and review the school's improvement policy through the needs assessment document
Parents are encouraged to participate in our Parent Involvement Activities throughout the year.
Interpreters are provided as needed.

The parents receive timely information about Title I funding in English and their native language.

- Open house explains the Title I Program in the fall
- Parent, Student, Teacher Compact
- School/district website.
- School Newsletter
- Involvement in the PTA

The parents will receive a description and explanation in English and their native language of the Curriculum in use at school, the forms of academic assessment and how to measure student progress, and the proficiency levels students are expected to meet.

Teachers communicate curriculum to parents through email, class newsletters and phone calls
Report cards are mailed home
Teachers send monthly curriculum updates home in the classroom newsletter.

Teachers regularly use the school website to update parents on curriculum.
Phone calls will be made to parents as needed

The school will provide assistance to parents with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress and the proficiency levels students are expected to meet.

School Newsletter
School website
Spanish Hotline is used to answer questions

The school provides parents with opportunities for regular meetings to formulate suggestions and to participate in decisions relating to the education of their children.

- Parent-teacher conferences
- PTA meetings
- Interpreters are used as needed

A school-parent compact was jointly developed with parents, and the compact outlines how parents, and the entire school staff and students share in the responsibility for improved student achievement.

Sent to all parents at the beginning of the year for review and signature.
Parents and staff meet at the beginning of the year to plan Title I programs and activities, and throughout the year to review their progress.
Discussed during parent-teacher conferences and available to sign at conferences as well.
The compact is translated into native languages.

The school provides materials and training to help parents to work with their children to improve their children's achievement.

Parent night handouts
District standards handout
Workshops for parents on reading and math
Materials are translated

6007

Senior Recognition

The school district will recognize the outstanding academic achievement of its graduating seniors in the following manner:

Valedictorian

The student(s) ranked first in the Scholastic Class Rank System and the student(s) ranked first in the Academic Class Rank System will be recognized as valedictorians and invited to speak at commencement. If a valedictorian declines this opportunity, it will be extended to the next highest-ranking student in that system. If one student is ranked first in both systems, the second ranked student in the SCRS and the second ranked student in the ACRS will also be invited to speak at commencement.

Student Honors

Seniors will be awarded honor cords based on weighted grade point average: 4.0 to 4.19 = white honor cord, 4.20 to 4.39 = silver honor cord, and 4.40 and above = gold honor cord.

Students that provide 100 hours or more of Community Service will be recognized for Excellence.

300 Club

Two hundred and forty credits are required to graduate. Graduates accumulating 300 or more credits will be recognized at graduation.

Adopted on: July 9, 2018

Revised on:

Reviewed on: June 25, 2018

6027

Field Trips

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

1. General Conditions

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

2. Parental Permission

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

3. Supervision

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

4. Student Conduct

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Adopted on: July 9, 2018

Revised on:

Reviewed on: June 25, 2018

6002

School Calendar

The superintendent shall propose the calendar for each school year. The board will approve and/or amend the proposed calendar. The calendar shall provide for sufficient instructional time to meet or exceed the requirements of state statutes and regulations, and should provide time for staff orientation, in-service and curriculum work.

Adopted on: July 25, 2016

Revised on:

Reviewed on: June 10, 2019

2012 Board Code of Ethics

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;
10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.

14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: July 25, 2016

Revised on:

Reviewed on: January 13, 2020

Bill Review Schedule for 2024

January 8

Carrie

Mary

February 12

Samantha

Katie

March 11

Robin

Liz

April 8

Mary

Samantha

May 13

Katie

Liz

June 10

Robin

Carrie

July 8

Mary

Samantha

August 12

Carrie

Liz

September 9

Samantha

Katie

October 14

Robin

Liz

November 11

Mary

Carrie

December 9

Robin

Katie

Name a Ralston Public Schools Snowplow!

Beginning next week, Ralston Public Schools elementary students will have the opportunity to name a district snowplow! This celebrates the recent purchase of a new truck for our snow plow fleet!

Given our student's recent success at the Nebraska Department of Transportation "Name a Snowplow", here are some winning examples of what to expect:

Frostisaurus Rex - Blumfield Elementary

Scoopy Doo - Blumfield Elementary

Snowbi-Wan Kenobi - Meadows Elementary

Velociplower- Meadows Elementary

Nominations will be taken via an online Google form starting on Tuesday, January 9th. The form will be open through Thursday, January 18th. The Board of Education will select their five favorite names at the BOE meeting on Monday, January 22nd, one for each of our plows.

The winning students will christen a truck with a magnetic name tag which it will proudly display throughout the winter season!