

AGENDA

School District #145 - Waverly Public Schools

1. OPENING OF THE MEETING

1.1. Call to Order

1.2. Open Meetings Act

1.3. Publication of Meeting

1.4. Roll Call

1.5. Pledge of Allegiance

2. APPROVAL OF AGENDA

2.1. Approve Agenda

Approval of the agenda for the meeting Passed with a motion by Board Member #1 and a second by Board Member #2.

3. REPORTS

3.1. Building / District Administrators

3.2. Superintendent

3.3. Board Reports

4. RECOGNITION OF VISITORS / OPEN FORUM

5. ACTION ITEMS

5.1. Consent Agenda

Approval of the consent agenda Passed with a motion by Board Member #1 and a second by Board Member #2.

5.1.1. Meeting Minutes

5.1.2. Staff Resignations / Terminations

5.1.3. Staff Hires / Reassignments

- 5.1.4. Extra-Duty Assignments
- 5.1.5. Fund Balances
- 5.1.6. Fund Claims
- 5.1.7. Acceptance of Donations

5.2. Approve AIA Document A133-2019 HCI

Approve AIA Document A133-2019 and authorize Dr. Cory Worrell to sign the contract on behalf of the district. Passed with a motion by Board Member #1 and a second by Board Member #2.

5.3. Letter of Resignation Elementary Principal

Approve Hamlow Principal Michelle Rezek's resignation at the end of the 2023-2024 school year Passed with a motion by Board Member #1 and a second by Board Member #2.

5.4. Approve General Fund Transfer to Activities Fund (\$200,000) for 2023-2024 Operating Budget.

Approve the transfer of \$200,000 from the General Fund to the Activities Fund for the 2023-2024 operating budget. Passed with a motion by Board Member #1 and a second by Board Member #2.

5.5. Approve General Fund to Special Building Fund Interloan transfer for \$150,000.

Approve General Fund to Special Building Fund Interloan transfer for \$150,000 to cover the lease purchase payment. Passed with a motion by Board Member #1 and a second by Board Member #2.

5.6. Review Board Policies

Review board policies 5305, 6000, 6015 and 6245. Passed with a motion by Board Member #1 and a second by Board Member #2.

6. Discussion Items

6.1. 2024-2025 School Calendar Draft

6.2. NASB Monthly Update

6.3. Superintendent Intent to Return/Evaluation

6.4. Facility Discussion Shareout

7. Convene Closed Session

7.1. Convene Closed Session

7.1.1. Restate Closed Session Reason

8. Reconvene to Open Session

8.1. Reconvene Open Session

To reconvene in open session Passed with a motion by Board Member #1 and a second by Board Member #2.

9. Upcoming Board Activities

9.1. Committee Meetings

9.2. Board Meetings

9.3. Board Training/Development

10. Adjournment

11. For Your Information

Meeting Notice

Notice of Regular Meeting
School District 145 (aka Waverly Public Schools)

The School District 145-Waverly Board of Education will convene in regular session at 7:00 p.m. on Monday, November 6th, 2023 in the Central Office Board Room, 14511 Heywood Street, Waverly, Nebraska.

The agenda for this meeting, which shall be kept continually current, shall be readily available for public inspection at the School District 145-Waverly Central Office, located at 14511 Heywood Street, Waverly, Nebraska.

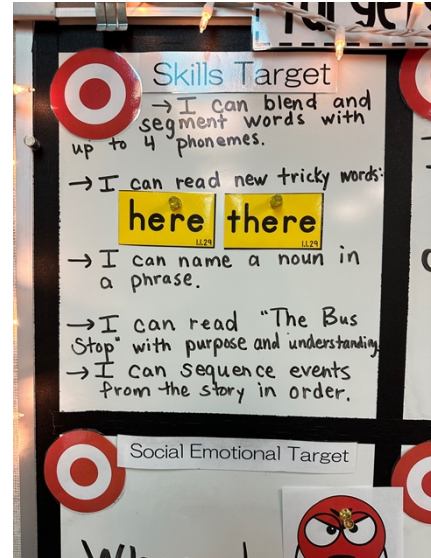
Posted this 3rd day of November, 2023.

A handwritten signature in black ink, appearing to read "Cory Worrell". The signature is written in a cursive style with a large, prominent initial "C".

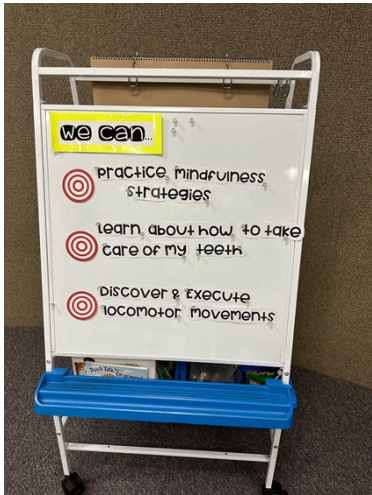
Cory Worrell
Superintendent

To: District 145 School Board
From: Michelle Rezek, Hamlow Elementary
Re: November 2023 Board Report

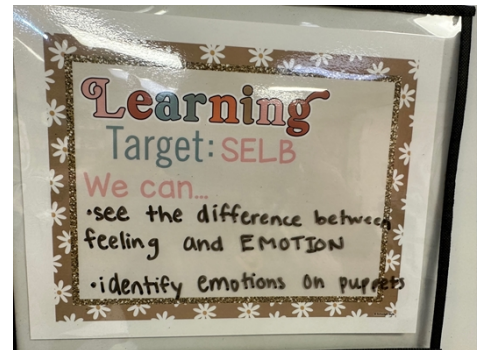
Hamlow Elementary has been working on our continuous improvement goal: *Create systems that support students socially, emotionally and behaviorally and have 80% of our students meet or exceed grade level reading targets.*



This year we have two strategies are using to leverage student learning and increase student achievement. These are communicating learning targets and providing feedback to students about how they are doing achieving those targets.



Learning targets specify the learning that is intended for a lesson, and success criteria indicate how students can demonstrate that learning. These targets are posted in each classroom for each subject taught. They are reviewed with students at the beginning of the lesson, during the lesson and at the end of the lesson. Students then have an opportunity demonstrate their learning.





Educators Health Alliance Sets 2024-25 School Year Rates

Overall premium increase of only 1.99% is well below the national average

Lincoln, NE – Oct. 26, 2023 – There will be an overall increase of 1.99% in premiums next year for the medical and dental insurance plans used by nearly every Nebraska school district, following action by the Educators Health Alliance (EHA), a consortium of three statewide public school groups that manages the plan. All medical insurance rates and dental insurance rates for active employees and retirees will increase 1.99% from the 2023-24 rate level.

“The uncertainty brought on by the COVID-19 impact is diminishing and our claim experience has improved to the point that we are comfortable approving a rate increase below the national average,” said Trish Guinan, EHA Board Chair and NSEA Executive Director. “Given the current rate of inflation, we are particularly pleased we’ve been able to maintain our streak of more than 20 years without a double-digit increase in rates, and to average an increase of 4.45% for the last decade.”

Guinan also noted that there will be no benefit changes made in 2024-25.

“We believe it is important, particularly in these stressful times, to minimize the change in benefits to our members. We are happy to pass on the news that no benefit changes will be made for the 2024-25 contract year,” said Guinan.

The successful rollout of the alternate network product offering to all districts in areas of the state where network competition is possible will be continued in the 2024-25 plan year.

Guinan said the single-digit increase in premium rates is made possible due to several factors, including:

- The implementation of several new programs to manage pharmacy costs;
- Programs designed to assist in the management of chronic and emerging diseases; and
- Holding the line on health and administrative cost increases.

“The EHA Board has taken some strategic actions to manage our claim costs, especially with respect to a new diabetes claim management program,” said Beth Kernes Krause, EHA Vice Chair and Auburn Public Schools Board of Education member.

“The EHA Board takes its responsibility for plan oversight very seriously,” said Mike Dulaney, executive director of the Nebraska Council of School Administrators. “We believe the rate increase decision reached for the 2024-25 plan year will allow the EHA to continue to provide a quality, affordable health insurance plan well into the future.”

“The EHA Board understands the financial concerns of our members as well as the fiscal constraints facing school districts,” said Colby Coash, associate executive director of the Nebraska Association of School Boards. “With 80,000 members in the plan, EHA has the largest risk pool in the state, which allows more predictability and stability in rates. This benefits both districts and individuals and their families.”

The Educators Health Alliance is a non-profit corporation that was created to procure quality, affordable healthcare insurance for Nebraska educational employees. The rates set by the EHA Board are for the Blue Cross and Blue Shield of Nebraska (BCBSNE) healthcare plan used by more than 400 public school districts and affiliate groups in the state. The plan is governed by a 12-member board representing the Nebraska Association of School Boards, the Nebraska Council of School Administrators, and the Nebraska State Education Association. More than 80,000 Nebraskans are covered by the plan, making it the largest health plan in the state.

Find more information at <https://www.ehaplan.org/>

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Contact: Trish Guinan, EHA Chair, 402-475-7611, trish.guinan@nsea.org

On October 1st, 2023, Enrollment numbers were sent to NDE.

Eagle=K-5-253, PK-30

Hamlow=K-2-307, PK-33

WIS=317

WMS=514

WHS=680

Total=2134

Last year we reported 2166 students to NDE at this time. The year before was 2202 and the year before that was 2132.

Public Input to the Board

It is the policy of the Board of Education to provide for and encourage input from its various constituents in an appropriate and orderly fashion at regularly scheduled Board of Education meetings. The board is open to and encourages input on school issues from the public. The board would prefer that individuals or groups with school related concerns first attempt to resolve those concerns through established administrative channels.

1. Matters concerning an individual school shall be discussed first with the respective building administrator of the school.
2. If the matter is not resolved satisfactorily at the school level, it may then be brought to the Superintendent.
3. If the matter is not resolved satisfactorily at the Superintendent's level, it may then be brought before the board of education by:
 - a. Addressing the matter during Open Forum at a regular, monthly board meeting; individual presentations should be no longer than three (3) minutes and the total allotted Open Forum agenda time will be a maximum of thirty (30) minutes.
 - b. Requesting a formal agenda item by contacting the superintendent or board president on or before the Thursday prior to the regular, monthly meeting which, unless otherwise announced, will be on the first Monday of every month.
 - c. Submitting the matter in writing, said documentation can either be presented at the regular meeting or appended to the agenda, if received in the superintendent's office on the designated Thursday.
4. A response will be provided once the board has the opportunity to inquire about the matter. Possible board responses when appropriate may include, but are not limited to: directing the superintendent to address the matter; tabling for further study; appointing a temporary board committee to study and/or resolve the matter; scheduling a special meeting to hear the matter; or not taking action. Public input to the board is heard during Open Forum. Matters brought to the board in this fashion will be taken under advisement and not acted upon at that time.

Note: The chair will not allow complaints about individuals. There are appropriate channels to address such matters. Because of the potential of introducing bias into board hearings on termination cases, complaints on individual employees will be received by the board only through the Superintendent of schools.

Policy Adopted: 04/10/78
 Policy Revised: 03/07/88
 Policy Revised: 01/02/06
 Policy Revised: 11/03/08

SCHOOL DISTRICT 145
 WAVERLY, NEBRASKA

Board of Education Regular Meeting

Monday, October 2, 2023 7:00 PM Central

Central Office Building, 14511 Heywood
Street, Waverly, Nebraska
14511 Heywood
Waverly, NE 68462-0426

1. OPENING OF THE MEETING

1.1. Call to Order

The regular meeting of the School District 145 Board of Education was called to order on Monday, October 2, 2023 7:02 P.M., at Eagle Elementary School, 600 South 1st, Eagle, NE 68347.

1.2. Open Meetings Act

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the wall of the meeting room.

1.3. Publication of Meeting

Notice of the meeting was given in advance by posting in accordance with the Board of Education approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in the posted notice and a current copy of the agenda was maintained as stated in the posted notice.

Notice of the regular board meeting was also published in the September 28th, 2023 edition of the Waverly/Wahoo News.

1.4. Roll Call

Members Present: Scott Claycomb, Andy Grosshans, Travis Moore, Chad Kendall, Cheryl Landon, and Jessica Zuniga

1.5. Pledge of Allegiance

2. APPROVAL OF AGENDA

2.1. Approve Agenda

Approval of the agenda for the meeting Passed with a motion by Jessica Zuniga and a second by Scott Claycomb.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea
Yea: 6, Nay: 0

3. REPORTS

3.1. Building / District Administrators

Mr. Bauman presented to the board

Mr. Patzel provided a written report.

3.2. Superintendent

-State Education Conference. Who will be our voting delegate?

-2024-2025 Calendar Construction update

-Personnel work for 2024-2025

-Community Facility Committee Meeting update

-Official Enrollment Counts from Oct. 15th. This will be shared at our next board meeting.

3.3. Board Reports

Policy Committee

Building, Grounds, Transportation Committee

Planning and Development Committee

Performance and Assessment Committee

Board Trainings/Activity/Events

4. RECOGNITION OF VISITORS / OPEN FORUM

The regular board meeting agenda provides for citizens to present information or to express opinions to the board through public comment.

5. ACTION ITEMS

5.1. Consent Agenda

Approval of the consent agenda Passed with a motion by Chad Kendall and a second by Scott Claycomb.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea

Yea: 6, Nay: 0

5.1.1. Meeting Minutes

5.1.2. Staff Resignations / Terminations

Name, Position, School

Cynthia Rex, Food Services, Waverly Intermediate School, Resignation effective 10/6/2023, Letter of resignation attached

Kristina McCarter, Para Professional, Waverly Intermediate School, Resignation effective 9/22/2023

5.1.3. Staff Hires / Reassignments

The information may be protected by privacy legislation until the Board of Education takes action on the staff recommendations. Therefore, this attachment(s) is not included in agenda materials provided the public and the news media. Any information in the attachment(s) that is not protected by privacy legislation, however, is available for public inspection at the Superintendent Office upon request.

Eldon Dahlstrom, District Transportation, \$18.00/hr., 3 hrs./day, Beginning 9/20/2023, Replacement for Holly Torkkola

Athena Schultz, Paraprofessional, Waverly Intermediate School, \$14.86/hr., 6.5 hrs./day, Beginning TBD, Replacement for Kristina McCarter

Amy Dunning, Paraprofessional, Waverly Intermediate School, \$14.97/hr., 6.5 hrs./day, Beginning 9/23/2023, Moved to Level III

Jarid Massa, Food Service Head Cook, Waverly Intermediate School, \$16.94/hr., 8 hrs./day, Beginning 10/6/2023, Replacement for Cindy Rex

Susan Long, Paraprofessional, Hamlow Elementary, Moved to Level III, \$18.24/hr., 6.5 hrs./day, Beginning 8/14/2023

Megan Gildea, Paraprofessional, Hamlow Elementary, Moved to Level III, \$17.36/hr., 6.5 hrs./day, Beginning 8/14/2023

Anissa Sutter, Paraprofessional, Eagle Elementary, Moved to Level III, \$17.36/hr., 6.5 hrs./day, Beginning 8/14/2023

Jenna Medinger, Paraprofessional, Eagle Elementary, Moved to Level III, \$17.36/hr., 6.5 hrs./day, Beginning 8/14/2023

5.1.4. Extra-Duty Assignments

Name, Position, Extra-Duty, School Building, Category, Level, Replacement for...

Jeremy Doele, Assistant Play Director, Waverly High School, Added Position, Category V, Level 1, Effective date 9/1/2023

5.1.5. Fund Balances

5.1.6. Fund Claims

5.1.7. Acceptance of Donations

5.2. High School Principal Leave of Absence Agreement

Approve leave agreement with Megan Myers as presented Passed with a motion by Cheryl Landon and a second by Chad Kendall.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea
Yea: 6, Nay: 0

5.3. WEA Negotiation Acknowledgement Letter

Recognize the Waverly Education Association as the sole and exclusive negotiating agent for the 2025-2026 school year Passed with a motion by Jessica Zuniga and a second by Scott Claycomb.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea
Yea: 6, Nay: 0

5.4. First Reading of Board Policies

These policies need to replace our current 5049. This is a first read on the policies that go together.

-BP 5049-School Wellness Policy

-Additional Wellness Goals, Nutrition Guidelines and Implementation Plan

Approve first read of new policy 5049 and 5049 administrative regulation Passed with a motion by Cheryl Landon and a second by Travis Moore.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea
Yea: 6, Nay: 0

5.5. Second Read of Board Policies

Second read of BP-5000 and BP-5103.

BP 5000-Student Attendance

BP-5103-Extracurricular Activity Philosophy

Approve second read of board policies 5000 and 5103 Passed with a motion by Travis Moore and a second by Scott Claycomb.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea

Yea: 6, Nay: 0

5.6. Review Board Policies

This is a review of these policies:

-BP 5062-Enrollment of Expelled Students

-BP 5080-Return from Pediatric Cancer

Review board policy 5062 and 5080 Passed with a motion by Jessica Zuniga and a second by Travis Moore.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea

Yea: 6, Nay: 0

5.7. Option Enrollment Capacity for the 2024-20245 school year

Legislative changes have brought about the need for us to approve option enrollment capacities by October 15th. These are the option enrollment capacities for the 2024-2025 school year.

Approve option enrollment capacity for the 2024-2025 school year Passed with a motion by Scott Claycomb and a second by Chad Kendall.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea

Yea: 6, Nay: 0

5.8. Changes in Salary Schedule Placement for Certificated Staff

Approve changes in salary schedule placement, due to horizontal movement, for certificated staff Passed with a motion by Chad Kendall and a second by Jessica Zuniga.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea

Yea: 6, Nay: 0

6. Discussion Items

6.1. Coady Pruettt KSB Law Offices

President Grosshans moved this item to closed session. 6.2. NASB Board Notes

NASB Board Notes-attached.

6.3. NASB Monthly Update

The monthly update is attached.

7. Convene Closed Session

7.1. Convene Closed Session

The Board of Education is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of the needless injury to the reputation of the individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) discussion regarding deployment of security personnel or devices; (c) investigative proceedings regarding the allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent the needless injury to the reputation of a person and if such person has not requested a public meeting; and (e) legal advice.

Motion for the board to enter closed session to receive legal advice related to the potential construction management agreement because such advice is protected by the attorney-client privilege and it is in the public interest to do so at 7:41 P.M. Passed with a motion by Travis Moore and a second by Chad Kendall.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea
Yea: 6, Nay: 0

7.1.1. Restate Closed Session Reason

Restate that the reason to enter into closed session is for enter closed session to receive legal advice related to the potential construction management agreement because such advice is protected by the attorney-client privilege and it is in the public interest to do so. Passed with a motion by Travis Moore and a second by Chad Kendall.

8.1. Reconvene Open Session

Official Record of Time Board of Education Reconvenes into Open Session at 8:09 P.M.

To reconvene in open session Passed with a motion by Cheryl Landon and a second by Scott Claycomb.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea
Yea: 6, Nay: 0

9. Upcoming Board Activities

9.1. Committee Meetings

Policy Committee

Building, Grounds, Transportation Committee

Planning and Development Committee

Performance and Assessment Committee

Board Trainings/Activity/Events

9.2. Board Meetings

The next scheduled board meeting is set for Monday, November 6th, 2023 in Waverly. The meeting will begin at 7:00 p.m. and be held in the Central Office.

9.3. Board Training/Development

NASB Board Learning Opportunities

October

-Labor Relations Conference

Oct. 4-5, Lincoln

November

-New Board Member Workshop

Nov. 1, Kearney

State Education Conference

Nov. 15-17, Omaha

2024

January

School Board Member Week in Nebraska

Jan. 21-28

Legislative Issues Conference

Jan. 21-22, Cornhusker Marriott, Lincoln

Board Presidents Retreat

Jan. 28-29, Norfolk

Feb. 4-5, Kearney

New Board Member Webinar

Jan. 31st-12:00 to 1:30 p.m. CT, and 7:00-8:30 p.m.

March

NAEP State Convention

Mar. 27-28, Kearney

June

NASB Golf Outing

June 12, Kearney Country Club

School Leaders and Law Conference

June 12-13, Kearney

August and September 2024

Area Membership Meetings

Aug. 28th-York

Sept. 4th-Norfolk

Sept. 11th-Nebraska City

Sept. 18th-Fremont

Sept. 25th-La Vista

10. Adjournment

The meeting was declared adjourned by the President at 8:10 P.M.

11. For Your Information

The School District #145 – Board of Education reserves the right to convene a Closed Session for purposes in accordance with §84-1410(1).

Board Member

Business Manager

Board of Education Special Meeting

Thursday, October 26, 2023 6:00 PM Central

Central Office Building, 14511 Heywood
Street, Waverly, Nebraska
14511 Heywood
Waverly, NE 68462-0426

1. OPENING OF THE MEETING

1.1. Call to Order

The special meeting of the School District 145 Board of Education was called to order Thursday, October 26, 2023 6:00 P.M., at the Central Office Board Room, 14511 Heywood Street, Waverly, Nebraska.

1.2. Open Meetings Act

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the wall of the meeting room.

1.3. Publication of Meeting

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The meeting notice was published in the October 24th, 2023 edition of the Lincoln Journal Star.

1.4 Roll Call

Board Members Present: Scott Claycomb, Andy Grosshans, Travis Moore, Chad Kendall and Cheryl Landon

Excuse Jessica Zuniga Passed with a motion by Cheryl Landon and a second by Scott Claycomb.
Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Absent

Yea: 5, Nay: 0

1.5. Pledge of Allegiance

2. APPROVAL OF AGENDA

2.1. Approve Agenda

Approval of the agenda for the meeting Passed with a motion by Chad Kendall and a second by Travis Moore.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Absent

Yea: 5, Nay: 0

3. Discussion Items

3.1. Interim Waverly High School Principal

6. ACTION ITEMS

6.1. Interim Waverly High School Principal

Approve the hiring of Scott Shepard as the Interim Waverly High School Principal, for the period of October 27th, 2023 through May 31st, 2024, with a salary of \$85,635 Passed with a motion by Cheryl Landon and a second by Chad Kendall.

Scott Claycomb: Yea, Andy Grosshans: Yea, Chad Kendall: Yea, Cheryl Landon: Yea, Travis Moore: Yea, Jessica Zuniga: Yea

Yea: 5, Nay: 0

7. Adjournment

The meeting was declared adjourned by the President at 6:12 P.M.

8. For Your Information

The School District #145 – Board of Education reserves the right to convene a Closed Session for purposes in accordance with §84-1410(1).

Business Manger

Board Member

**Fund Balances as of:
October 31, 2023**

Fund	September 27, 2023	Receipts	Expenditures	Transfers	October 31, 2023
Money Market	7,884,755.42	31,788.05	-	965,000.00	8,881,543.47
General	4,174,372.33	1,153,050.84	2,513,438.59	-	2,813,984.58
Building	171,015.46	156,322.65	75,576.25	-	251,761.86
Bond 15 Construction	0.33	-	-	-	0.33
Bond 2016- 2021B (Debt)	171,805.53	5,999.08	-	(170,000.00)	7,804.61
Bond 2015- 2015/2020 (Debt)	244,478.56	8,562.39	-	(245,000.00)	8,040.95
Bond 11 A/B K-8- 2021A Debt	320,375.11	9,632.60	-	(320,000.00)	10,007.71
Bond 11 C 9-12- 2016B Debt	111,676.01	3,338.52	-	(110,000.00)	5,014.53
Hot Lunch	808,231.43	108,277.72	128,149.86	-	788,359.29
2003 QCPUF (Env Hazards)	2.33	-	-	-	2.33
2010 QCPUF	6.38	0.01	-	-	6.39
2012 QCPUF	16,136.04	1,976.13	-	-	18,112.17
2013 QCPUF	122,969.37	4,334.32	-	(120,000.00)	7,303.69
Depreciation	162,115.17	36.31	10,008.20	-	152,143.28
Total	14,187,939.47	1,483,318.62	2,727,172.90	-	12,944,085.19

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
Checking	1			
Checking	1	Fund: 01	GENERAL FUND	
70855	ACTION PLUMBING, HEATING & AIR CONDITIONING INC			4,875.00
01 2620 431 1 003	F-15036	INSTALL WATER SOFTNER EAGLE		4,875.00
			Vendor Total:	4,875.00
70856	ADAM BAUMAN			84.95
01 2230 432 0 000	REIMB 110723	Projector Remote Control for Epson EB-94		84.95
			Vendor Total:	84.95
70857	AIRGAS			243.55
01 1100 442 2 001	5502261174	CYLINDER RENTAL 9/1/23-9/30/23		243.55
1170			Vendor Total:	243.55
70858	AKRS EQUIPMENT SOLUTIONS INC			227.66
01 2630 610 1 003	3629063	2 BELTS FOR JD MOWER		45.54
01 2630 610 1 004	3629063	2 BELTS FOR JD MOWER		45.53
01 2630 610 1 006	3629063	2 BELTS FOR JD MOWER		45.53
01 2630 610 2 002	3629063	2 BELTS FOR JD MOWER		45.53
01 2630 610 2 001	3629063	2 BELTS FOR JD MOWER		45.53
70858	AKRS EQUIPMENT SOLUTIONS INC			18.30
01 2630 610 1 003	3629263	2 OIL FILTERS FOR MOWERS		3.66
01 2630 610 1 004	3629263	2 OIL FILTERS FOR MOWERS		3.66
01 2630 610 1 006	3629263	2 OIL FILTERS FOR MOWERS		3.66
01 2630 610 2 002	3629263	2 OIL FILTERS FOR MOWERS		3.66
01 2630 610 2 001	3629263	2 OIL FILTERS FOR MOWERS		3.66
70858	AKRS EQUIPMENT SOLUTIONS INC			24.62
01 2630 610 1 003	3630694	BELT GUIDE		4.92
01 2630 610 1 004	3630694	BELT GUIDE		4.92
01 2630 610 1 006	3630694	BELT GUIDE		4.92
01 2630 610 2 002	3630694	BELT GUIDE		4.93
01 2630 610 2 001	3630694	BELT GUIDE		4.93
70858	AKRS EQUIPMENT SOLUTIONS INC			65.15
01 2630 610 2 002	3632822	ANTIFREEZE, FILTERS		13.03
01 2630 610 2 001	3632822	ANTIFREEZE, FILTERS		13.03
01 2630 610 1 003	3632822	ANTIFREEZE, FILTERS		13.03
01 2630 610 1 004	3632822	ANTIFREEZE, FILTERS		13.03
01 2630 610 1 006	3632822	ANTIFREEZE, FILTERS		13.03
70858	AKRS EQUIPMENT SOLUTIONS INC			57.40
01 2630 610 1 003	3659930	PARTS FOR 835R		11.48
01 2630 610 1 004	3659930	PARTS FOR 835R		11.48
01 2630 610 1 006	3659930	PARTS FOR 835R		11.48
01 2630 610 2 002	3659930	PARTS FOR 835R		11.48
01 2630 610 2 001	3659930	PARTS FOR 835R		11.48
			Vendor Total:	393.13
70859	ALEK GAARD			267.21
01 2710 626 0 000	REIMB 110723	FUEL		267.21
			Vendor Total:	267.21
70860	ALLO COMMUNICATIONS			115.00
01 2230 340 0 000	2307659-1023	SVS 10/24/23-11/23/23		115.00
			Vendor Total:	115.00
70861	AMAZON CAPITAL SERVICES			5.09

Check #	Vendor Name	Amount	
Account Number	Invoice	Description	Amount
01 1100 610 2 001 1176	113L-TRJJ- W71P	Amazon Basics Heavy Weight Ruled Lined I	5.09
	70861 AMAZON CAPITAL SERVICES		405.96
01 1100 610 2 002 1170	119T-N1QH- 1PKX	DEWALT 20V Max Cordless Drill / Driver K	297.00
01 1100 610 2 002 1170	119T-N1QH- 1PKX	FM Pocket Hole Jig Kit Adjustable Woodwo	101.97
01 1100 610 2 002 1170	119T-N1QH- 1PKX	Shipping	6.99
	70861 AMAZON CAPITAL SERVICES		54.54
01 1100 610 2 002 1111	11FF-74FP- CD93	Rediform 8L810 Money Receipt Book 7 x 2	54.54
	70861 AMAZON CAPITAL SERVICES		9.97
01 1200 610 2 002 1222	14V4-7PWW- NCW6	CRA-Z-Slimy Bucket Tricolor Rainbow 48	9.97
	70861 AMAZON CAPITAL SERVICES		18.95
01 2161 610 1 006	16JP-VW4K- D4JJ	SUPPLIES	6.32
01 2161 610 1 004	16JP-VW4K- D4JJ	SUPPLIES	6.31
01 2161 610 1 003	16JP-VW4K- D4JJ	SUPPLIES	6.32
	70861 AMAZON CAPITAL SERVICES		51.63
01 1100 610 2 002 1111	16QK-X1G1- 1F4T	HP Printer Paper 11 x 17 Paper Office	39.58
01 1100 610 2 002 1111	16QK-X1G1- 1F4T	Amazon Basics Rubber Bands, Size 19 (3-1)	12.05
	70861 AMAZON CAPITAL SERVICES		127.92
01 1100 610 2 002 1194	17JC-FTL1- 9CQY	LS2 SC3 Helmet with Crazy Graphic	127.92
	70861 AMAZON CAPITAL SERVICES		119.99
01 2620 610 2 001	17K9-4WCF- 9YYG	SUPPLIES	119.99
	70861 AMAZON CAPITAL SERVICES		33.03
01 1100 610 2 001 1124	17VP-MRML- 6C44	X-ACTO(R) SchoolPro(R) Electric Pencil S	33.03
	70861 AMAZON CAPITAL SERVICES		28.94
01 1200 610 2 002 1222	197V-HRLJ- 3HX4	Cra-Z-Slimy Tricolor Tinsel Bucket	9.97
01 1200 610 2 002 1222	197V-HRLJ- 3HX4	JA-RU Flarp Noise Putty Scented Squishy	7.98
01 1200 610 2 002 1222	197V-HRLJ- 3HX4	Cra Z Slimy 24oz Cake Batter Scented Buc	10.99
	70861 AMAZON CAPITAL SERVICES		206.38
01 1200 610 1 004 1221	19CJ-TWW3- 7M6F	Sped Supplies	206.38
	70861 AMAZON CAPITAL SERVICES		60.97
01 1100 610 1 004 1111	19TJ-CCFC- 9MRK	Jelyne 6 Pairs Arm Protective Sleeves Le	22.99
01 1100 610 1 004 1111	19TJ-CCFC- 9MRK	LTROP Case for iPad 10.2 2021/2020/2019,	37.98
	70861 AMAZON CAPITAL SERVICES		57.02
01 1100 610 2 002 1111	19X6-JNC3- CYWJ	Annin Flagmakers Nebraska State Flag USA	27.99
01 1100 610 2 002 1111	19X6-JNC3- CYWJ	Amazon Basics File Folders, Letter Size,	9.16
01 1100 610 2 002 1111	19X6-JNC3- CYWJ	Pilot Frixion Erasable Pens - 6 Pack of	19.87

Check #	Vendor Name	Amount	
Account Number	Invoice	Description	Amount
70861	AMAZON CAPITAL SERVICES	700.27	
01 2230 734 0 000	19XL-FNHR-7FJX	Google Chromecast (3rd Generation) Media	355.90
01 2230 734 0 000	19XL-FNHR-7FJX	WALI Universal Projector Screen Ceiling	15.95
01 2230 734 0 000	19XL-FNHR-7FJX	Akia Screens 100 inch Projector Screen P	139.98
01 2230 734 0 000	19XL-FNHR-7FJX	Gigabit Multi-Mode LC Fiber to Ethernet	56.60
01 2230 734 0 000	19XL-FNHR-7FJX	NADAMOO Wireless Barcode Scanner with Cr	64.99
01 2230 734 0 000	19XL-FNHR-7FJX	WALI Universal Projector Screen Ceiling	26.89
01 2230 610 0 000	19XL-FNHR-7FJX	Scotch Heavy Duty Packaging Tape, 1.88"	39.96
70861	AMAZON CAPITAL SERVICES	116.18	
01 1100 610 2 001 1111	1CNW-YX3R-CGTG	Airhorn Can Sound Button with Applause a	12.42
01 1100 610 2 001 1111	1CNW-YX3R-CGTG	Neenah Astrobrights Color Paper, 8.5" x	14.96
01 1100 610 2 001 1111	1CNW-YX3R-CGTG	GBC Thermal Laminating Film Roll, 2 Pack	88.80
70861	AMAZON CAPITAL SERVICES	34.76	
01 1100 610 2 002 1111	1F7D-1FGJ-KCRP	Post-it Notes 3x5 in, 5 Pads, America's	11.06
01 1100 610 2 002 1111	1F7D-1FGJ-KCRP	6 Pack Small Notepads Refills Memo Pads	13.98
01 1100 610 2 002 1111	1F7D-1FGJ-KCRP	Febreze Air Freshener Spray, Air Deodori	10.56
01 1100 610 2 002 1111	1F7D-1FGJ-KCRP	Discount	(0.84)
70861	AMAZON CAPITAL SERVICES	219.20	
01 1100 610 2 001 1170	1FFK-R6CF-MKN1	SawStop Brake Cartridge For 10\" Blades	219.20
70861	AMAZON CAPITAL SERVICES	80.58	
01 1100 610 2 002 1190	1FPL-CDRH-6DQ1	X-ACTO Electric Pencil Sharpener XLR H	39.78
01 1100 610 2 002 1190	1FPL-CDRH-6DQ1	EAI Education Classroom Supply Caddies f	40.80
70861	AMAZON CAPITAL SERVICES	134.70	
01 1100 610 2 001 1176	1G47-NYLK-1LNM	Quality Park 6 x 9 Clasp Envelopes, Clas	18.05
01 1100 610 2 001 1176	1G47-NYLK-1LNM	Crayola Colored Pencils, Bulk Classpack,	49.96
01 1100 610 2 001 1176	1G47-NYLK-1LNM	ScotchBlue Original Multi-Surface Painte	21.93
01 1100 610 2 001 1176	1G47-NYLK-1LNM	Wireless Keyboard and Mouse Ultra Slim C	34.77
01 1100 610 2 001 1176	1G47-NYLK-1LNM	Aesthetic Desk Calendar 2023-2024 - Mini	9.99
70861	AMAZON CAPITAL SERVICES	106.58	
01 1200 610 1 004 1222	1GC6-4QJP-3JKY	Attached order	106.58
70861	AMAZON CAPITAL SERVICES	(20.99)	
01 1200 610 2 002 1222	1GW6-1VTF-RT6F	SUPPLIES	(20.99)
70861	AMAZON CAPITAL SERVICES	51.74	
01 1100 610 2 002 1108	1HNJ-1XXY-17MQ	Sheet Protectors 500 Page,Page Protector	25.99

Check #	Vendor Name	Amount	
Account Number	Invoice	Description	Amount
01 1100 610 2 002 1108	1HNJ-1XXY- 17MQ	Scotch Thermal Laminating Pouches, 200-P	25.75
70861	AMAZON CAPITAL SERVICES		159.09
01 2230 734 0 000	1HY6-6W7Y- NJVN	SanDisk Professional 2TB G- Drive ArmorAT	108.79
01 2230 432 0 000	1HY6-6W7Y- NJVN	iFixit Screen Digitizer Compatible with	44.99
01 2230 432 0 000	1HY6-6W7Y- NJVN	iFixit shipping	5.31
70861	AMAZON CAPITAL SERVICES		274.58
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	Honoson Jointed Suit of Armor Knight Cut	34.99
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	Beistle Castle Door & Window Props Photo	17.26
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	Pacon Medium Weight Tagboard, 12 x 9, Wh	36.76
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	30 Pack Whiteboard Clipboards, Dry Erase	45.49
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	Amazon Basics 1/3- Cut Tab, Assorted Pos	10.73
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	Brick Stone Wall Scene Setter Wallpaper,	33.98
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	Beistle All Weather Plastic Medieval Fan	45.00
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	Pacon Medium Weight Tagboard, 12 x 9. Wh	8.99
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	Stairway Window & Torch Props	41.55
01 1100 610 1 006 1104	1JNF-6XPH- NQPM	DISCOUNT	(0.17)
70861	AMAZON CAPITAL SERVICES		(44.99)
01 2230 432 0 000	1JNR-NYX6- PLHK	iFixit Screen Digitizer Compatible with	(44.99)
70861	AMAZON CAPITAL SERVICES		195.84
01 1100 610 2 002 1170	1KIT-W6QN- N6PX	Unicorn SPiT Gel Stain & Glaze in One -	109.87
01 1100 610 2 002 1170	1KIT-W6QN- N6PX	100 Pack 2 inch Foam Brush Sponge Wood H	45.98
01 1100 610 2 002 1170	1KIT-W6QN- N6PX	PS Wood Timber Wolf 115 x 1/8 x 14 tpi B	39.99
70861	AMAZON CAPITAL SERVICES		18.98
01 1100 610 2 002 1170	1K9M-V696-- XMMJ	FOXBC Scroll Saw Blades Set 5 Inch Pin E	18.98
70861	AMAZON CAPITAL SERVICES		50.87
01 2130 610 2 002	1KH3-GTT1- GM16	Timely Acetaminophen 325 MG Tablets 1000	14.50
01 2130 610 2 002	1KH3-GTT1- GM16	Amazon Basic Care Ibuprofen Tablets 200	19.88
01 2130 610 2 002	1KH3-GTT1- GM16	24 Pack Self Adherent Cohesive Wrap Band	16.49
70861	AMAZON CAPITAL SERVICES		68.70
01 2620 610 2 002	1KPW-KQWG- 7XVG	SUPPLIES	68.70
70861	AMAZON CAPITAL SERVICES		161.55
01 1200 610 1 003 1221	1L4K-LDLY- KRWQ	Taulaap 60 pk Party Favors for Kids	16.19
01 1200 610 1 003 1221	1L4K-LDLY- KRWQ	JYXT 42 Pack Soccer Party Favors, Mini F	9.99
01 1200 610 1 003 1221	1L4K-LDLY- KRWQ	160 PK 16 style mini Dinosaur Bubble Wan	21.95

Check #	Vendor Name	Amount	
Account Number	Invoice	Description	Amount
01 1200 610 1 003 1221	1L4K-LDLY-KRWQ	24 PCS Pop fidget Toys Party Favors	14.98
01 1200 610 1 003 1221	1L4K-LDLY-KRWQ	Palmatte 140 pcs Mini Animal erasers	21.99
01 1200 610 1 003 1221	1L4K-LDLY-KRWQ	Skittles Starbursts Gummies	10.84
01 1200 610 1 003 1221	1L4K-LDLY-KRWQ	Airheads Mini Bars	14.97
01 1200 610 1 003 1221	1L4K-LDLY-KRWQ	18 pcs Stretchy Fidget	26.97
01 1200 610 1 003 1221	1L4K-LDLY-KRWQ	Victostar Bubble Machine	9.99
01 1200 610 1 003 1221	1L4K-LDLY-KRWQ	Crayola 588106 Washable Super Tips Marke	13.68
70861 AMAZON CAPITAL SERVICES		313.72	
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Sterilite 6-Quart Clear and Blue Stackab	44.99
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Learning Resources Feelings & Emotions P	10.19
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Shuttle Art Dot Markers, 15 Colors Washa	11.19
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Goldfish Crackers Big Smiles Variety Pac	12.86
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Loop Scissors Colorful Grip Scissors Loo	9.49
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Jumbo Colored Pencils Set of 24 with	17.54
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Sugarchef ABS Egg Cracker for Raw Eggs E	21.98
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Primary Concepts Category Sorting Learni	54.97
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	WXBOOM Self Adhesive Dots, 4000pcs (2000	23.98
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Short Fat Colored Pencils for Kids - 10	7.99
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	mooas Cube Timer, Time Management, Kitch	14.99
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Learning Resources Sensory Trio Fidget T	19.99
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Gumballs Refill for Gumball Machines - A	9.99
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Cheetos Flamin' Hot Crunchy 2.0 oz (Pack	8.99
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Play Sand for Kids, 4lbs Sand with 6 Col	24.99
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	Sterilite Multipurpose 16 Quart Clear Pl	25.00
01 1200 610 2 001 1222	1LJP-1JYG-JGXY	DISCOUNT	(5.41)
70861 AMAZON CAPITAL SERVICES		37.80	
01 3535 890 0 000	1LN6-9VY7-3CHM	Those Kids from Fawn Creek (book)	8.49
01 3535 890 0 000	1LN6-9VY7-3CHM	When You Trap a Tiger: (Newbery Medal Wi	8.99
01 3535 890 0 000	1LN6-9VY7-3CHM	The Last Mapmaker (book)	10.33
01 3535 890 0 000	1LN6-9VY7-3CHM	Anybody Here Seen Frenchie? (book)	9.99
70861 AMAZON CAPITAL SERVICES		36.98	
01 1200 610 2 002 1221	1MQC-LM6G-WX9C	Eslite A4 Size Plastic Storage Basket,De	11.99

Check #	Vendor Name	Amount	
Account Number	Invoice	Description	Amount
01 1200 610 2 002 1221	1MQC-LM6G- WX9C	PEIBO Rechargeable Bluetooth Mouse for L	24.99
	70861 AMAZON CAPITAL SERVICES		106.59
01 2130 610 2 002	1NJL-FTNM- WJKD	Small Fanny Pack for Women Fashionable W	6.99
01 2130 610 2 002	1NJL-FTNM- WJKD	Therma-Kool Reusable Hot Cold Gel Pack,	28.95
01 2130 610 2 002	1NJL-FTNM- WJKD	McKesson Adhesive Bandages, Sterile, Fab	30.32
01 2130 610 2 002	1NJL-FTNM- WJKD	Medique Products 50601 Medikoff Cough Dr	40.33
	70861 AMAZON CAPITAL SERVICES		222.03
01 1100 610 2 001 1174	1NQD-PWF3- NHMR	Suture Training Kit, Medical Suture Prac	45.98
01 1100 610 2 001 1174	1NQD-PWF3- NHMR	Greater Goods Tunable Dual- Head Stethosc	51.76
01 1100 610 2 001 1174	1NQD-PWF3- NHMR	Care Touch Alcohol Wipes Individually Wr	8.99
01 1100 610 2 001 1174	1NQD-PWF3- NHMR	DISCOUNT	(2.59)
01 1100 610 2 001 1174	1NQD-PWF3- NHMR	SimCoach Intravenous Practice Arm, Phleb	79.19
01 1100 610 2 001 1174	1NQD-PWF3- NHMR	MEDVICE Manual Blood Pressure Cuff - Uni	38.70
	70861 AMAZON CAPITAL SERVICES		94.28
01 1100 610 1 004 1190	1P1W-DG3W- 1VXV	Attached order	94.28
	70861 AMAZON CAPITAL SERVICES		37.53
01 1100 610 2 002 1107	1P4N-64HF- DRR7	JARLINK 8 Pack Manual Pencil Sharpeners,	10.79
01 1100 610 2 002 1107	1P4N-64HF- DRR7	4 Pack Timers,Classroom Timer for Kids,K	9.49
01 1100 610 2 002 1107	1P4N-64HF- DRR7	TOPS 8.5 x 11 Legal Pads, 12 Pack, The L	17.25
	70861 AMAZON CAPITAL SERVICES		227.32
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	Scotch Thermal Laminating Pouches, 200 C	48.50
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	Small Trash Bags, Thicken Value Pack 4 G	5.69
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	Skoolzy Butterfly Color Sorting 75 Piece	28.97
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	YYDeek Montessori Toys for 3 Year Old, P	26.98
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	Stainless Steel Egg Whisk, Hand Push Rot	5.25
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	2 Pieces Cube Timers Gravity Sensor Flip	14.99
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	lekaihuai Montessori Screwdriver Board S	15.99
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	4 Pack Fluorescent Light Covers Magnetic	59.98
01 1200 610 2 001 1222	1P6P-LT7R- 7WM1	Book binder rings	20.97
	70862 AMAZON CAPITAL SERVICES		119.99
01 1100 733 2 002 1111	1P6W-7LM9- 37GX	VEVOR Podium Stand 47'' Hostess Stand wi	119.99
	70862 AMAZON CAPITAL SERVICES		312.39
01 3535 890 0 000	1PXX-7WYW- 3K71	See Cart	312.39
	70862 AMAZON CAPITAL SERVICES		244.88

Check #	Vendor Name	Amount
Account Number	Invoice Description	Amount
01 2710 610 0 000	1QC4-JJLK-GRPV SUPPLIES	199.93
01 2630 610 1 003	1QC4-JJLK-GRPV SUPPLIES	8.99
01 2630 610 1 004	1QC4-JJLK-GRPV SUPPLIES	8.99
01 2630 610 1 006	1QC4-JJLK-GRPV SUPPLIES	8.99
01 2630 610 2 001	1QC4-JJLK-GRPV SUPPLIES	8.99
01 2630 610 2 002	1QC4-JJLK-GRPV SUPPLIES	8.99
	70862 AMAZON CAPITAL SERVICES	(8.99)
01 1200 610 2 002 1222	1RFY-RLJH-Q91L SUPPLIES	(8.99)
	70862 AMAZON CAPITAL SERVICES	73.45
01 1100 610 1 006 1190	1T1FN-QTC3-X3MP Kids Scissors, 7", 36 Pk	39.99
01 1100 610 1 006 1190	1T1FN-QTC3-X3MP 21.5" Clay Cutters Wire	5.98
01 1100 610 1 006 1190	1T1FN-QTC3-X3MP School Shatter Proof Plastic Mirrors, 4	12.99
01 1100 610 1 006 1190	1T1FN-QTC3-X3MP Haosie Wood Needle, 5 Pack Wooden Weavin	7.50
01 1100 610 1 006 1190	1T1FN-QTC3-X3MP Round Cookie Cutters, Set of 12 Pieces	6.99
	70862 AMAZON CAPITAL SERVICES	97.11
01 2141 610 2 001	1T1N-QTC3-MJ4Y SUPPLIES	48.56
01 2141 610 1 003	1T1N-QTC3-MJ4Y SUPPLIES	48.55
	70862 AMAZON CAPITAL SERVICES	347.01
01 1100 610 2 002 1108	1T3R-1V7L-7R7C See Cart	340.02
01 1100 610 2 002 1108	1T3R-1V7L-7R7C Shipping	6.99
	70862 AMAZON CAPITAL SERVICES	261.51
01 1100 610 2 001 1174	1T3V-MFQK-Q1HK Anaeat Fine Mesh Strainers - Premium Sta	65.94
01 1100 610 2 001 1174	1T3V-MFQK-Q1HK Scissors Bulk Set of 25-Pack, Niutop 8"	24.99
01 1100 610 2 001 1174	1T3V-MFQK-Q1HK KTOJOY 3Inch (12 Pack) Loose Leaf Binder	6.99
01 1100 610 2 001 1174	1T3V-MFQK-Q1HK IRIS USA 10Pack Medium Plastic Storage C	42.48
01 1100 610 2 001 1174	1T3V-MFQK-Q1HK Goodma 12 Pieces Mini Rectangular Plasti	23.96
01 1100 610 2 001 1174	1T3V-MFQK-Q1HK Nicewell Food Scale, 22lb Digital Kitche	91.16
01 1100 610 2 001 1174	1T3V-MFQK-Q1HK Embroidery Floss Bobbins, 128 Pcs Embroi	5.99
	70862 AMAZON CAPITAL SERVICES	969.00
01 1100 610 2 001 1110	1TFC-KF4K-GQRC Books	469.00
01 2212 640 0 000	1TFC-KF4K-GQRC HS English Novels	500.00
	70862 AMAZON CAPITAL SERVICES	50.94
01 1100 610 2 002 1176	1TM9-KT6P-91NF Shipping	6.99

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
01 1100 610 2 002 1176	1TM9-KT6P- 91NF	Grtard Small Magnets, Ceramic Magnets wi		3.98
01 1100 610 2 002 1176	1TM9-KT6P- 91NF	Amazon Basics 9-Inch Thermal Laminator M		30.14
01 1100 610 2 002 1176	1TM9-KT6P- 91NF	Amazon Basics Clear Thermal Laminating P		9.83
	70862 AMAZON CAPITAL SERVICES		(34.98)	
01 1200 610 2 002 1222	1TTD-9Y4W- QKNN	SUPPLIES		(34.98)
	70862 AMAZON CAPITAL SERVICES		(8.99)	
01 1200 610 2 002 1222	1Y7W-MVCH- RCRL	SUPPLIES		(8.99)
	70862 AMAZON CAPITAL SERVICES		36.96	
01 3535 890 0 000	1Y9V-13TC- 9YP6	Face Painting Kit for Kids - 15 Color La		29.97
01 3535 890 0 000	1Y9V-13TC- 9YP6	Shipping		6.99
	70862 AMAZON CAPITAL SERVICES		177.94	
01 1100 610 2 002 1168	1YKD-GXQV- DFMN	Amicoson Pickleball Paddles - Pickleball		107.96
01 1100 610 2 002 1168	1YKD-GXQV- DFMN	Chitidr 12 Pack Badminton Rackets Set		69.98
	70862 AMAZON CAPITAL SERVICES		36.96	
01 1100 610 2 002 1190	1YMM-491M- CJKD	64 Feet Confetti Bulletin Board Borders		29.97
01 1100 610 2 002 1190	1YMM-491M- CJKD	Shipping		6.99
	70862 AMAZON CAPITAL SERVICES		57.00	
01 2230 734 0 000	1YRD-MC7Q- JJ47	Apple USB-C Charge Cable (2m). MLL82AM/A		57.00
	70862 AMAZON CAPITAL SERVICES		51.97	
01 1100 610 2 002 1194	MS01287	Wausau Exact Index Cardstock, 250 Sheets		19.99
01 1100 610 2 002 1194	MS01287	Neenah White Index Cardstock, 300 Sheets		31.98
		Vendor Total:		7,348.43
	70863 AMERICAN MESSAGING		38.78	
01 2510 382 0 000	D3201922XK	SVS 11/1/23-11/30/23		38.78
		Vendor Total:		38.78
	70864 AMI HEFFELFINGER-MARX		3,956.80	
01 1200 320 0 000 1215	9/26/23- 10/19/23	SVS 9/26/23-10/19/23		3,917.50
01 1200 334 0 000 1215	9/26/23- 10/19/23	SVS 9/26/23-10/19/23		39.30
		Vendor Total:		3,956.80
	70865 ANDERSON FORD		29.73	
01 2712 610 0 000	15450500	MOTOR AND PUMP ASSY VAN 23		29.73
		Vendor Total:		29.73
	70866 APPLE, INC		44.97	
01 2230 734 0 000	1TMK-JQJQ- NQHH	Apple USB-C Charge Cable (2m). MLL82AM/A		44.97
	70866 APPLE, INC		267.00	
01 1200 610 1 006 1221	MA18213404	Apple Pencil		267.00
	70866 APPLE, INC		390.00	
01 2230 734 0 000	MA26958104	Apple 30W USB-C Power Adapter. MY1W2AM/A		390.00

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
	70866 APPLE, INC			7,170.00
01 2230 734 0 000	MA32019816	4-Year AppleCare+ for Schools 13-inch Ma		7,170.00
	70866 APPLE, INC			34,770.00
01 2230 734 0 000	MA35243631	13-inch MacBook Air: Space Gray (Package		34,770.00
			Vendor Total:	42,641.97
	70867 AWARDS UNLIMITED			1,747.50
01 1100 610 2 001	87714	WALL OF FAME PLAQUES		1,747.50
1111			Vendor Total:	1,747.50
	70868 BARNES & NOBLE INC			115.89
01 2220 640 2 002	4470627	Daughter of the Deep (Book)		7.99
01 2220 640 2 002	4470627	Book - Paradise of Fire (Book)		14.38
01 2220 640 2 002	4470627	Book - One Small Hope (Book)		14.39
01 2220 640 2 002	4470627	Book - Place to Hang the Moon (Book)		20.78
01 2220 640 2 002	4470627	Willowdeen (Book)		13.59
01 2220 640 2 002	4470627	Six Feet Below Zero		15.98
01 2220 640 2 002	4470627	Allies		28.78
			Vendor Total:	115.89
	70869 BERNIKLAU ED. SOLUTIONS TEAM			22,135.68
01 1200 320 2 000	1ST QTR 23-24	1ST QTR SVS 23-24		22,135.68
1215			Vendor Total:	22,135.68
	70870 BLICK ART MATERIALS			68.58
01 1100 610 2 001	1446274	LINOLEUM UNMOUNTED 8X10 PK12		68.58
1111			Vendor Total:	68.58
	70845 BLUE CROSS BLUE SHIELD			329,624.04
01 1100 281 1 003	NOV 23-0001	HEALTH BENEFITS		2,851.06
1100				
01 1100 281 1 004	NOV 23-0001	HEALTH BENEFITS		8,798.72
1100				
01 1100 281 1 003	NOV 23-0001	HEALTH BENEFITS		5,651.18
1101				
01 1100 281 1 004	NOV 23-0001	HEALTH BENEFITS		9,386.62
1101				
01 1100 281 1 003	NOV 23-0001	HEALTH BENEFITS		5,987.02
1102				
01 1100 281 1 004	NOV 23-0001	HEALTH BENEFITS		9,223.64
1102				
01 6408 281 1 000	NOV 23-0001	HEALTH BENEFITS		1,658.42
01 6408 281 2 000	NOV 23-0001	HEALTH BENEFITS		1,583.30
01 2710 286 0 000	NOV 23-0001	HEALTH BENEFITS		395.83
01 2712 286 0 000	NOV 23-0001	HEALTH BENEFITS		395.82
01 3540 281 1 003	NOV 23-0001	HEALTH BENEFITS		672.54
01 3535 281 0 000	NOV 23-0001	HEALTH BENEFITS		791.65
01 6200 281 1 003	NOV 23-0001	HEALTH BENEFITS		2,178.52
01 6408 281 0 000	NOV 23-0001	HEALTH BENEFITS		2,178.52
01 2630 286 0 000	NOV 23-0001	HEALTH BENEFITS		1,991.86
01 2620 280 1 003	NOV 23-0001	HEALTH BENEFITS		831.76
01 2620 280 1 004	NOV 23-0001	HEALTH BENEFITS		831.76
01 2620 280 2 001	NOV 23-0001	HEALTH BENEFITS		831.76
01 2620 280 2 002	NOV 23-0001	HEALTH BENEFITS		706.38

Check #	Vendor Name	Amount	
Account Number	Invoice	Description	Amount
01 2710 280 0 000	NOV 23-0001	HEALTH BENEFITS	2,345.37
01 2610 280 1 003	NOV 23-0001	HEALTH BENEFITS	0.00
01 2610 280 1 004	NOV 23-0001	HEALTH BENEFITS	831.76
01 2610 280 1 006	NOV 23-0001	HEALTH BENEFITS	1,663.52
01 2610 280 2 001	NOV 23-0001	HEALTH BENEFITS	4,101.10
01 2610 280 2 002	NOV 23-0001	HEALTH BENEFITS	1,663.52
01 2630 280 0 000	NOV 23-0001	HEALTH BENEFITS	1,663.52
01 2410 281 1 006	NOV 23-0001	HEALTH BENEFITS	2,232.27
01 2410 280 1 006	NOV 23-0001	HEALTH BENEFITS	831.76
01 2410 281 2 001	NOV 23-0001	HEALTH BENEFITS	4,464.54
01 2410 280 2 001	NOV 23-0001	HEALTH BENEFITS	831.76
01 2410 281 2 002	NOV 23-0001	HEALTH BENEFITS	2,232.27
01 2410 280 2 002	NOV 23-0001	HEALTH BENEFITS	1,538.14
01 2320 286 0 000	NOV 23-0001	HEALTH BENEFITS	672.54
01 2320 280 0 000	NOV 23-0001	HEALTH BENEFITS	3,327.04
01 2410 281 1 003	NOV 23-0001	HEALTH BENEFITS	2,232.27
01 2410 280 1 003	NOV 23-0001	HEALTH BENEFITS	831.76
01 2410 281 1 004	NOV 23-0001	HEALTH BENEFITS	1,662.44
01 2410 280 1 004	NOV 23-0001	HEALTH BENEFITS	831.76
01 2220 281 1 006	NOV 23-0001	HEALTH BENEFITS	1,842.68
01 2220 281 2 001	NOV 23-0001	HEALTH BENEFITS	1,842.68
01 2220 281 2 002	NOV 23-0001	HEALTH BENEFITS	1,379.87
01 2230 281 0 000	NOV 23-0001	HEALTH BENEFITS	2,232.27
01 2230 284 0 000	NOV 23-0001	HEALTH BENEFITS	2,369.90
01 2320 285 0 000	NOV 23-0001	HEALTH BENEFITS	2,232.27
01 2151 281 1 004	NOV 23-0001	HEALTH BENEFITS	2,178.52
01 2151 281 2 001	NOV 23-0001	HEALTH BENEFITS	3,263.65
01 2190 280 2 001	NOV 23-0001	HEALTH BENEFITS	706.38
01 2212 281 0 000	NOV 23-0001	HEALTH BENEFITS	1,464.53
01 2220 281 1 003	NOV 23-0001	HEALTH BENEFITS	2,178.52
01 2220 281 1 004	NOV 23-0001	HEALTH BENEFITS	2,178.52
01 2130 282 2 002	NOV 23-0001	HEALTH BENEFITS	831.76
01 2141 281 1 003	NOV 23-0001	HEALTH BENEFITS	1,089.26
01 2141 281 1 004	NOV 23-0001	HEALTH BENEFITS	565.22
01 2141 281 1 006	NOV 23-0001	HEALTH BENEFITS	548.61
01 2141 281 2 001	NOV 23-0001	HEALTH BENEFITS	1,089.26
01 2141 281 2 002	NOV 23-0001	HEALTH BENEFITS	548.61
01 2120 281 1 004	NOV 23-0001	HEALTH BENEFITS	791.65
01 2120 281 2 001	NOV 23-0001	HEALTH BENEFITS	5,971.38
01 2120 280 2 001	NOV 23-0001	HEALTH BENEFITS	831.76
01 2120 281 2 002	NOV 23-0001	HEALTH BENEFITS	1,896.43
01 2130 282 1 006	NOV 23-0001	HEALTH BENEFITS	831.76
01 2130 282 2 001	NOV 23-0001	HEALTH BENEFITS	706.38
01 1200 281 2 002	NOV 23-0001	HEALTH BENEFITS	6,991.37
1221			
01 1200 281 1 004	NOV 23-0001	HEALTH BENEFITS	2,178.52
1222			
01 1200 281 2 001	NOV 23-0001	HEALTH BENEFITS	672.54
1222			
01 1200 281 2 002	NOV 23-0001	HEALTH BENEFITS	1,842.68
1222			
01 1200 281 2 001	NOV 23-0001	HEALTH BENEFITS	1,379.87
1225			
01 2120 281 1 003	NOV 23-0001	HEALTH BENEFITS	814.99
01 1100 281 2 002	NOV 23-0001	HEALTH BENEFITS	1,041.28
1194			

BOARD REPORT FOR PERIOD ENDING NOVEMBER 6, 2023

<u>Check #</u>	<u>Vendor Name</u>			<u>Amount</u>
<u>Account</u>	<u>Number</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
01 1200 281 0 000	1214	NOV 23-0001	HEALTH BENEFITS	1,896.43
01 1200 281 1 003	1221	NOV 23-0001	HEALTH BENEFITS	5,796.50
01 1200 281 1 004	1221	NOV 23-0001	HEALTH BENEFITS	4,021.20
01 1200 281 1 006	1221	NOV 23-0001	HEALTH BENEFITS	9,309.30
01 1200 281 2 001	1221	NOV 23-0001	HEALTH BENEFITS	4,021.20
01 1100 281 1 006	1193	NOV 23-0001	HEALTH BENEFITS	921.34
01 1100 281 2 001	1193	NOV 23-0001	HEALTH BENEFITS	537.89
01 1100 281 2 002	1193	NOV 23-0001	HEALTH BENEFITS	1,092.09
01 1100 281 1 003	1194	NOV 23-0001	HEALTH BENEFITS	39.59
01 1100 281 1 006	1194	NOV 23-0001	HEALTH BENEFITS	451.48
01 1100 281 2 001	1194	NOV 23-0001	HEALTH BENEFITS	1,437.82
01 1100 281 1 004	1190	NOV 23-0001	HEALTH BENEFITS	814.99
01 1100 281 1 006	1190	NOV 23-0001	HEALTH BENEFITS	814.99
01 1100 281 2 001	1190	NOV 23-0001	HEALTH BENEFITS	672.54
01 1100 281 2 002	1190	NOV 23-0001	HEALTH BENEFITS	2,178.52
01 1100 281 1 003	1193	NOV 23-0001	HEALTH BENEFITS	1,629.98
01 1100 281 1 004	1193	NOV 23-0001	HEALTH BENEFITS	921.34
01 1100 281 2 001	1172	NOV 23-0001	HEALTH BENEFITS	1,145.29
01 1100 281 2 002	1172	NOV 23-0001	HEALTH BENEFITS	234.58
01 1100 281 2 001	1174	NOV 23-0001	HEALTH BENEFITS	3,472.66
01 1100 281 2 002	1174	NOV 23-0001	HEALTH BENEFITS	672.54
01 1100 281 2 001	1176	NOV 23-0001	HEALTH BENEFITS	3,667.30
01 1100 281 2 002	1176	NOV 23-0001	HEALTH BENEFITS	1,842.68
01 1100 281 1 004	1169	NOV 23-0001	HEALTH BENEFITS	921.34
01 1100 281 1 006	1169	NOV 23-0001	HEALTH BENEFITS	921.34
01 1100 281 2 001	1169	NOV 23-0001	HEALTH BENEFITS	1,674.20
01 1100 281 2 002	1169	NOV 23-0001	HEALTH BENEFITS	2,048.54
01 1100 281 2 001	1170	NOV 23-0001	HEALTH BENEFITS	3,685.36
01 1100 281 2 002	1170	NOV 23-0001	HEALTH BENEFITS	2,178.52
01 1160 281 1 004		NOV 23-0001	HEALTH BENEFITS	609.56
01 1100 281 1 003	1168	NOV 23-0001	HEALTH BENEFITS	1,219.13
01 1100 281 1 004		NOV 23-0001	HEALTH BENEFITS	921.34

<u>Check #</u>	<u>Vendor Name</u>		<u>Amount</u>	
<u>Account Number</u>	<u>Invoice</u>	<u>Description</u>		<u>Amount</u>
1168				
01 1100 281 1 006	NOV 23-0001	HEALTH BENEFITS		921.34
1168				
01 1100 281 2 001	NOV 23-0001	HEALTH BENEFITS		4,208.92
1168				
01 1100 281 2 002	NOV 23-0001	HEALTH BENEFITS		4,436.30
1168				
01 1100 281 2 001	NOV 23-0001	HEALTH BENEFITS		8,690.60
1130				
01 1100 281 2 001	NOV 23-0001	HEALTH BENEFITS		8,285.51
1140				
01 1150 281 1 004	NOV 23-0001	HEALTH BENEFITS		609.57
01 1100 281 2 001	NOV 23-0001	HEALTH BENEFITS		6,655.53
1153				
01 1100 281 2 001	NOV 23-0001	HEALTH BENEFITS		672.54
1155				
01 1160 281 1 003	NOV 23-0001	HEALTH BENEFITS		3,785.16
01 1100 281 2 002	NOV 23-0001	HEALTH BENEFITS		12,265.54
1106				
01 1100 281 2 002	NOV 23-0001	HEALTH BENEFITS		15,745.13
1107				
01 1100 281 2 002	NOV 23-0001	HEALTH BENEFITS		12,488.59
1108				
01 1100 281 2 001	NOV 23-0001	HEALTH BENEFITS		5,237.84
1110				
01 1100 281 2 001	NOV 23-0001	HEALTH BENEFITS		697.13
1114				
01 1100 281 2 001	NOV 23-0001	HEALTH BENEFITS		5,089.56
1124				
01 1100 281 1 003	NOV 23-0001	HEALTH BENEFITS		4,021.20
1103				
01 1100 281 1 006	NOV 23-0001	HEALTH BENEFITS		8,834.05
1103				
01 1100 281 1 003	NOV 23-0001	HEALTH BENEFITS		791.65
1104				
01 1100 281 1 006	NOV 23-0001	HEALTH BENEFITS		8,252.13
1104				
01 1100 281 1 003	NOV 23-0001	HEALTH BENEFITS		2,851.06
1105				
01 1100 281 1 006	NOV 23-0001	HEALTH BENEFITS		7,916.29
1105				
			Vendor Total:	329,624.04
	70871 BOECKER'S WRECKERS, LLC		300.00	
01 2710 340 0 000	7641	TOWING BUS 22		300.00
			Vendor Total:	300.00
	70872 BRADY ROHLFS		652.25	
01 2710 333 0 000	8/16/23-10/13/23	MILEAGE 8/16/23-10/13/23		652.25
			Vendor Total:	652.25
	70873 BYRDSEED, LLC		149.00	
01 3535 890 0 000	2671	Annual Subscription 2023 - 2024		149.00
			Vendor Total:	149.00
	70874 CASS COUNTY REFUSE		420.00	
01 2620 431 1 003	694-1023	TRASH SVS OCT 23		420.00
			Vendor Total:	420.00
	70875 CENTENNIAL HIGH SCHOL		1,000.00	
01 2230 734 0 000	10022023	Epson Powerlite 1985WU Projector - used		700.00

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
01 2230 734 0 000	10022023	Peerless white cage projector mount - us		300.00
			Vendor Total:	1,000.00
	70876 CHARTER COMMUNICATIONS			109.98
01 2230 340 0 000	176180301100	SVS 10/10/23-11/9/23		109.98
	623			
	70876 CHARTER COMMUNICATIONS			35.31
01 2320 340 0 000	176180501100	SVS 10/10/23-11/9/23		35.31
	623			
			Vendor Total:	145.29
	70877 CITY OF WAVERLY			1,237.43
01 2610 410 1 006	1252001-1023	SVS 8/25/23-9/25/23		1,237.43
	70877 CITY OF WAVERLY			1,024.41
01 2610 410 1 006	1252001-1123	SVS 9/25/23-10/25/23		1,024.41
	70877 CITY OF WAVERLY			130.96
01 2610 410 1 006	1254001-1023	SVS 8/25/23-9/25/23		130.96
	70877 CITY OF WAVERLY			129.93
01 2610 410 1 006	1254001-1123	SVS 9/25/23-10/25/23		129.93
	70877 CITY OF WAVERLY			69.67
01 2610 410 0 000	1254501-1023	SVS 8/25/23-9/25/23		69.67
	70877 CITY OF WAVERLY			70.01
01 2610 410 0 000	1254501-1123	SVS 9/25/23-10/25/23		70.01
	70877 CITY OF WAVERLY			619.72
01 2610 410 1 004	1521001-1023	SVS 8/25/23-9/25/23		619.72
	70877 CITY OF WAVERLY			496.68
01 2610 410 1 004	1521001-1123	SVS 9/25/23-10/25/23		496.68
	70877 CITY OF WAVERLY			276.92
01 2610 410 2 001	1581001-1023	SVS 8/25/23-9/25/23		276.92
	70877 CITY OF WAVERLY			255.51
01 2610 410 2 001	1581001-1123	SVS 9/25/23-10/25/23		255.51
	70877 CITY OF WAVERLY			209.16
01 2610 410 2 001	1582001-1023	SVS 8/25/23-9/25/23		209.16
	70877 CITY OF WAVERLY			214.63
01 2610 410 2 001	1582001-1123	SVS 9/25/23-10/25/23		214.63
	70877 CITY OF WAVERLY			827.67
01 2610 410 2 001	1584001-1023	SVS 8/25/23-9/25/23		827.67
	70877 CITY OF WAVERLY			871.08
01 2610 410 2 001	1584001-1123	SVS 9/25/23-10/25/23		871.08
	70877 CITY OF WAVERLY			532.96
01 2610 410 2 002	1584101-1023	SVS 8/25/23-9/25/23		532.96
	70877 CITY OF WAVERLY			533.19
01 2610 410 2 002	1584101-1123	SVS 9/25/23-10/25/23		533.19
	70877 CITY OF WAVERLY			111.73
01 2610 410 0 000	1590501-1023	SVS 8/25/23-9/25/23		111.73
	70877 CITY OF WAVERLY			113.83
01 2610 410 0 000	1590501-1123	SVS 9/25/23-10/25/23		113.83
			Vendor Total:	7,725.49
	70878 CLINT COLTON			1,440.00
01 2630 431 1 004	S 0923	MOWING 9/9/23-9/30/23		270.00
01 2630 431 2 002	S 0923	MOWING 9/9/23-9/30/23		250.00
01 2630 431 2 001	S 0923	MOWING 9/9/23-9/30/23		920.00

Check #	Vendor Name	Amount			
Account Number	Invoice	Description	Amount		
				Vendor Total:	1,440.00
	70879 CODEHS, INC		2,800.00		
01 2212 640 0 000	26792	PRO TEACHER LICENSE HS (STARTER)	2,800.00		
				Vendor Total:	2,800.00
	70880 COMMONWEALTH ELECTRIC CO		18,589.50		
01 6998 610 0 000	8819	INTERNAL CONNECTIONS	18,589.50		
				Vendor Total:	18,589.50
	70881 COMPLETE CHIROPRACTIC & WELLNESS CENTER		70.00		
01 2710 340 0 000	STARR 092523	DOT EXAM - STARR	70.00		
				Vendor Total:	70.00
	70882 COMPLETE PEST ELIMINATION INC		85.60		
01 2620 431 1 004	56156	PEST CONTROL SVS	85.60		
				Vendor Total:	85.60
	70883 CORNHUSKER INTNL TRUCKS INC		485.79		
01 2710 610 0 000	3392146	SEAT COVERS BUS 1 & 22	485.79		
	70883 CORNHUSKER INTNL TRUCKS INC		132.54		
01 2710 610 0 000	3392204	SEAT COVER BUS 1	132.54		
	70883 CORNHUSKER INTNL TRUCKS INC		264.88		
01 2710 610 0 000	3392234	TUBE KITS BUS 22	264.88		
	70883 CORNHUSKER INTNL TRUCKS INC		1,157.10		
01 2710 610 0 000	3392265	STOCK PARTS	1,157.10		
	70883 CORNHUSKER INTNL TRUCKS INC		182.18		
01 2710 610 0 000	3392725	SENSORS	182.18		
	70883 CORNHUSKER INTNL TRUCKS INC		280.92		
01 2710 610 0 000	3392810	HORN KIT BUS 22, STOCK	280.92		
	70883 CORNHUSKER INTNL TRUCKS INC	(163.32)			
01 2710 610 0 000	CM3392725	SENSORS	(163.32)		
				Vendor Total:	2,340.09
	70884 CULLIGAN		37.00		
01 2320 440 0 000	209291	RO RENTAL 10/1/23-10/31/23	37.00		
	70884 CULLIGAN		4.00		
01 2320 340 0 000	209977	TRIP CHG	4.00		
				Vendor Total:	41.00
	70885 DARLA BERKS		1,400.00		
01 2212 320 0 000	103123	EFFECTIVE CLASSROOM INSTRUCTION SERIES	1,400.00		
				Vendor Total:	1,400.00
	70886 DAS STATE ACCOUNTING - CENTRAL FINANCE		267.63		
01 2230 340 0 000	1393919	SVS SEPT 2023	267.63		
				Vendor Total:	267.63
	70887 DEBBIE HENNESSY		21.49		
01 2710 626 0 000	REIMB 110723	DEF FOR BUS 11	21.49		
				Vendor Total:	21.49
	70846 DEERE CREDIT		119.61		
01 2630 442 0 000	NOV4 23-0001	MOWER 0115881 LEASE PMT NOV 23	119.61		
	70847 DEERE CREDIT		340.16		
01 2630 442 0 000	NOV5 23-0001	GATOR 0122749 LEASE PMT NOV 23	340.16		
	70848 DEERE CREDIT		175.32		

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
01 2630 442 0 000	NOV6 23-0001	GATOR 0122750 LEASE PMT NOV 23		175.32
	70849 DEERE CREDIT		369.50	
01 2630 442 0 000	NOV7 23-0001	MOWER 0130010 LEASE PMT NOV 23		369.50
	70850 DEERE CREDIT		648.25	
01 2630 442 0 000	NOV8 23-0001	MOWER 0129999 LEASE PMT NOV 23		648.25
	70851 DEERE CREDIT		799.19	
01 2630 442 0 000	NOV9 23-0001	TRACTOR 0130009 LEASE PMT NOV 23		799.19
	70888 DIETZE MUSIC HOUSE		348.59	
	Vendor Total:			2,452.03
01 1100 610 2 002	FD6383	Band Supplies		348.59
1194				
	70888 DIETZE MUSIC HOUSE		75.60	
01 1100 610 2 002	FD6614	Band Supplies		75.60
1194				
	70889 EAKES OFFICE SOLUTIONS		195.98	
	Vendor Total:			424.19
01 1100 610 2 001	8807721-0	COPIER STAPLES		195.98
1111				
	70890 EARL MAY SEED & NURSERY		5.98	
	Vendor Total:			195.98
01 1100 610 2 002	59153	SUPPLIES		5.98
1172				
	70891 ELECTRONIC CONTRACTING		81.00	
	Vendor Total:			5.98
01 2620 431 0 000	48552	QTRLY MONITORING 10/1/23-12/30/23		81.00
	70891 ELECTRONIC CONTRACTING		175.00	
01 2620 431 1 004	49068	INSPECTION		175.00
	70891 ELECTRONIC CONTRACTING		200.00	
01 2620 431 1 006	49069	INSPECTION		200.00
	70891 ELECTRONIC CONTRACTING		75.00	
01 2620 431 1 006	49070	INSPECTION		75.00
	70891 ELECTRONIC CONTRACTING		75.00	
01 2620 431 1 006	49071	INSPECTION		75.00
	70891 ELECTRONIC CONTRACTING		75.00	
01 2620 431 0 000	49072	INSPECTION		75.00
	70891 ELECTRONIC CONTRACTING		100.00	
01 2620 431 1 003	49073	INSPECTION		100.00
	70892 ELIZABETH SULLIVAN SCOTT		4,000.00	
	Vendor Total:			781.00
01 2540 330 0 000	PP#2303W	LEADERSHIP MODEL COACHING		4,000.00
	70893 EMILY FISHER		1,400.00	
	Vendor Total:			4,000.00
01 2212 320 0 000	103123	EFFECTIVE CLASSROOM INSTRUCTION SERIES		1,400.00
	70894 ESU #3		50.00	
	Vendor Total:			1,400.00
01 2141 320 1 004	EM14203	ELOPEMENT - COBELENS		16.66
01 2141 320 1 006	EM14203	ELOPEMENT - COBELENS		16.67
01 2141 320 2 002	EM14203	ELOPEMENT - COBELENS		16.67

Check #	Vendor Name	Amount		Amount	
Account Number	Invoice	Description		Vendor Total:	
	70895 ESU #6		910.00		50.00
01 2212 340 0 000	19272	AMPLIFY CKLA & ELA INITIAL TRAINING	910.00		
	70895 ESU #6		391.50		
01 2230 320 0 000	19348	TECH HOSTED SVS	391.50		
	70895 ESU #6		350.00		
01 2320 320 0 000	19390	TITLE IX TRAINING	350.00		
	70895 ESU #6		100.00		
01 2213 330 2 001	19393	MATH STANDARDS WKSHP-GAARD, SCOTT	100.00		
	70895 ESU #6		25.00		
01 1100 610 2 001 1111	19405	Senior Composite 2023 Grads	25.00		
				Vendor Total:	1,776.50
	70896 ESU #7		650.00		
01 2181 320 2 002	SEPT 1-30 2023	VISION SVS SEPT 1-30 2023	650.00		
				Vendor Total:	650.00
	70897 ESU COORDINATING COUNCIL		19,979.40		
01 2230 320 0 000	PS00000282	POWERSCHOOL MEMBER FEE 23-24	6,500.00		
01 1100 735 1 003 1111	PS00000282	POWERSCHOOL ANNUAL FEE & CUSTOM REPORTS	2,695.88		
01 1100 735 1 004 1111	PS00000282	POWERSCHOOL ANNUAL FEE & CUSTOM REPORTS	2,695.88		
01 1100 735 1 006 1111	PS00000282	POWERSCHOOL ANNUAL FEE & CUSTOM REPORTS	2,695.88		
01 1100 735 2 002 1111	PS00000282	POWERSCHOOL ANNUAL FEE & CUSTOM REPORTS	2,695.88		
01 1100 735 2 001 1111	PS00000282	POWERSCHOOL ANNUAL FEE & CUSTOM REPORTS	2,695.88		
				Vendor Total:	19,979.40
	70898 FASTENAL COMPANY		113.53		
01 2620 610 1 003	NELIN450449	SUPPLIES	22.70		
01 2620 610 1 004	NELIN450449	SUPPLIES	22.70		
01 2620 610 1 006	NELIN450449	SUPPLIES	22.71		
01 2620 610 2 002	NELIN450449	SUPPLIES	22.71		
01 2620 610 2 001	NELIN450449	SUPPLIES	22.71		
				Vendor Total:	113.53
	70899 FLINN SCIENTIFIC INC		40.50		
01 1100 610 2 001 1153	2897192	Phenol Red Indicator Solution, 500 mL	12.25		
01 1100 610 2 001 1153	2897192	Sodium Hydroxide Solution, 0.1 M, 500 mL	6.45		
01 1100 610 2 001 1153	2897192	Benedict's Qualitative Solution, 500 mL	6.18		
01 1100 610 2 001 1153	2897192	Biuret Test Solution, 500 mL	8.12		
01 1100 610 2 001 1153	2897192	Shipping	7.50		
	70899 FLINN SCIENTIFIC INC		14.50		
01 1100 610 2 001 1153	2923500	Iodine Solution, Lugol's, 500 mL	14.50		
				Vendor Total:	55.00
	70900 FRONTLINE TECHNOLOGIES		2,500.00		

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
01 2230 735 0 000	INVUS193634	FORM CONSTRUCTION - EMP EVALUATION MGMT		2,500.00
			Vendor Total:	2,500.00
70901	GB AUTO SERVICE, INC			30.00
01 2712 340 0 000	13497	TIRE PATCH SUB 4		30.00
70901	GB AUTO SERVICE, INC			179.08
01 2712 610 0 000	13895	TIRES CAR 32		179.08
70901	GB AUTO SERVICE, INC			129.99
01 2712 340 0 000	14028	ALIGNMENT CAR 32		129.99
			Vendor Total:	339.07
70902	GRACENOTES LLC			35.00
01 1100 610 1 003	cc45ka	Yearly Subscription, Sight Reading Facto		35.00
1194				
			Vendor Total:	35.00
70903	GRAINGER			145.77
01 2620 610 2 002	9879966027	OCCUPANCY SENSOR		145.77
			Vendor Total:	145.77
70904	HELENA AGRI-ENTERPRISES, LLC			930.75
01 2630 610 1 003	301649315	HERBICIDE & ICE MELT		186.15
01 2630 610 1 004	301649315	HERBICIDE & ICE MELT		186.15
01 2630 610 1 006	301649315	HERBICIDE & ICE MELT		186.15
01 2630 610 2 002	301649315	HERBICIDE & ICE MELT		186.15
01 2630 610 2 001	301649315	HERBICIDE & ICE MELT		186.15
70904	HELENA AGRI-ENTERPRISES, LLC			330.75
01 2630 610 1 003	301649316	ICE MELT		66.15
01 2630 610 1 004	301649316	ICE MELT		66.15
01 2630 610 1 006	301649316	ICE MELT		66.15
01 2630 610 2 002	301649316	ICE MELT		66.15
01 2630 610 2 001	301649316	ICE MELT		66.15
			Vendor Total:	1,261.50
70905	HIRERIGHT SOLUTIONS INC.			139.30
01 2710 340 0 000	P1194554	RANDOM DRUG TESTS 9/1/23-9/30/23		139.30
			Vendor Total:	139.30
70906	HOLLY DAVID			1,400.00
01 2212 320 0 000	103123	EFFECTIVE CLASSROOM INSTRUCTION SERIES		1,400.00
			Vendor Total:	1,400.00
70907	HOME DEPOT PRO, THE			44.22
01 2610 610 1 004	766602999	SUPPLIES		44.22
70907	HOME DEPOT PRO, THE			69.48
01 2610 610 1 006	766829592	SUPPLIES		69.48
70907	HOME DEPOT PRO, THE			22.48
01 2610 610 1 004	766829600	SUPPLIES		22.48
70907	HOME DEPOT PRO, THE			31.05
01 2610 610 1 004	767065402	SUPPLIES		31.05
70907	HOME DEPOT PRO, THE			19.16
01 2610 610 2 002	767287220	SUPPLIES		19.16
70907	HOME DEPOT PRO, THE			24.18
01 2610 610 2 001	767287238	SUPPLIES		24.18
70907	HOME DEPOT PRO, THE			178.00
01 2610 610 1 004	767780844	SUPPLIES		178.00

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
	70907 HOME DEPOT PRO, THE		185.68	
01 2610 610 1 006	767993926	SUPPLIES		185.68
	70907 HOME DEPOT PRO, THE		226.08	
01 2610 610 1 006	768218315	SUPPLIES		226.08
	70907 HOME DEPOT PRO, THE		400.64	
01 2610 610 1 003	768462855	SUPPLIES		400.64
	70907 HOME DEPOT PRO, THE		1,117.42	
01 2610 610 2 001	768462863	SUPPLIES		1,117.42
	70907 HOME DEPOT PRO, THE		578.99	
01 2610 610 1 004	768976334	SUPPLIES		578.99
	70907 HOME DEPOT PRO, THE		7.57	
01 2610 610 2 002	768976342	SUPPLIES		7.57
	70907 HOME DEPOT PRO, THE		248.58	
01 2610 610 1 006	769214545	SUPPLIES		248.58
	70907 HOME DEPOT PRO, THE		767.52	
01 2610 610 2 002	769214552	SUPPLIES		767.52
	70907 HOME DEPOT PRO, THE		57.48	
01 2610 610 2 002	769701707	SUPPLIES		57.48
	70907 HOME DEPOT PRO, THE		462.40	
01 2610 610 1 006	770422137	SUPPLIES		462.40
	70907 HOME DEPOT PRO, THE		1,053.10	
01 2610 610 2 001	770422145	SUPPLIES		1,053.10
	70907 HOME DEPOT PRO, THE		(178.00)	
01 2610 610 1 004	770656650	SUPPLIES		(178.00)
	70907 HOME DEPOT PRO, THE		792.78	
01 2610 610 2 001	770656668	SUPPLIES		792.78
	70907 HOME DEPOT PRO, THE		592.72	
01 2610 610 1 003	770892404	SUPPLIES		592.72
	70907 HOME DEPOT PRO, THE		44.12	
01 2610 610 1 006	771132826	SUPPLIES		44.12
	70907 HOME DEPOT PRO, THE		6.10	
01 2610 610 2 002	771368172	SUPPLIES		6.10
	70907 HOME DEPOT PRO, THE		62.52	
01 2610 610 2 001	771368180	SUPPLIES		62.52
	70907 HOME DEPOT PRO, THE		410.76	
01 2610 610 1 006	771368198	SUPPLIES		410.76
			Vendor Total:	7,225.03
	70852 HOMETOWN LEASING		2,225.48	
01 2510 443 0 000	NOV 23-0001	COPIER LEASE NOV 23		2,225.48
			Vendor Total:	2,225.48
	70908 HUNTEL COMMUNICATIONS INC		14,929.62	
01 2230 735 0 000	242436	SWA Std 3y UCC Entry MiVB		9,172.50
01 2230 735 0 000	242436	SWA Std 3y UCC Std MiVB		4,404.00
01 2230 735 0 000	242436	SWA Std 3y MiVBus System		327.96
01 2230 735 0 000	242436	SWA Std 3y MiCollab System		258.81
01 2230 735 0 000	242436	SWA Std 3y MiCollab UM Mailbox		88.20
01 2230 735 0 000	242436	SWA Std 3y MiV BG SIP Connect		587.34
01 2230 735 0 000	242436	SWA Std 3y MiV BG System		61.74
01 2230 735 0 000	242436	SWA Std 3y MiV BG SIP		29.07

Check #	Vendor Name	Amount		Amount	
Account Number	Invoice	Description	Connect		
	70909 HUSKER LOCK & KEY	48.98			Vendor Total: 14,929.62
01 2620 610 2 002	11400	KEYS		24.49	
01 2620 610 2 001	11400	KEYS		24.49	
	70910 HUSKER SEW-VAC	25.00			Vendor Total: 48.98
01 1100 610 2 001	5878	FOOT CONTROL		25.00	
1174					
	70911 HY-ELECTRIC	380.00			Vendor Total: 25.00
01 2620 431 2 001	3301	PARKING LOT LIGHTS		380.00	
	70912 HY-VEE FOOD STORES	466.24			Vendor Total: 380.00
01 2212 890 0 000	101723	DIST PROF DEVELOP FOOD		466.24	
	70913 IDEAL PURE WATER	9.35			Vendor Total: 466.24
01 2710 610 0 000	278283	WATER		9.35	
	70913 IDEAL PURE WATER	22.05			
01 2620 610 0 000	278285	WATER		22.05	
	70913 IDEAL PURE WATER	9.35			
01 2710 610 0 000	279971	WATER		9.35	
	70913 IDEAL PURE WATER	9.35			
01 2620 610 0 000	279973	WATER		9.35	
	70913 IDEAL PURE WATER	11.00			
01 2620 610 0 000	281175	WATER		11.00	
	70913 IDEAL PURE WATER	11.00			
01 2710 610 0 000	281300	WATER		11.00	
	70914 INDUSTRIAL SERVICES INC	2,869.46			Vendor Total: 72.10
01 2620 431 1 006	2310-3408	TRASH SVS OCT 23		907.45	
01 2620 431 1 004	2310-3408	TRASH SVS OCT 23		297.52	
01 2620 431 2 001	2310-3408	TRASH SVS OCT 23		945.33	
01 2620 431 2 002	2310-3408	TRASH SVS OCT 23		681.07	
01 2620 431 2 001	2310-3408	TRASH SVS OCT 23		38.09	
	70914 INDUSTRIAL SERVICES INC	50.44			
01 2620 431 2 001	2310-3409	TRASH SVS OCT 23		50.44	
	70915 INTELEPEER CLOUD COMMUNICATION LLC	416.13			Vendor Total: 2,919.90
01 2510 382 0 000	INV00092758	SVS 9/1/23-9/30/23		416.13	
	70916 JOE SELVAGE	26.85			Vendor Total: 416.13
01 2710 610 0 000	REIMB 110723	HEADLIGHT VAN 19		26.85	
	70917 JW PEPPER & SON, INC.	177.49			Vendor Total: 26.85
01 1100 610 2 002	365576374	Vocal Music - Open PO		177.49	
1193					
	70917 JW PEPPER & SON, INC.	2.30			
01 1100 610 2 002	365586651	Vocal Music - Open PO		2.30	
1193					
	70917 JW PEPPER & SON, INC.	29.99			
01 1100 610 2 002	365644467	Vocal Music - Open PO		29.99	

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
1193	70917 JW PEPPER & SON, INC.			29.99
01 1100 610 2 002	365644468	Vocal Music - Open PO		29.99
1193	70917 JW PEPPER & SON, INC.			29.99
01 1100 610 2 002	365655501	Vocal Music - Open PO		29.99
1193	70917 JW PEPPER & SON, INC.			52.50
01 1100 610 2 002	365663019	SUPPLIES		52.50
1194	70917 JW PEPPER & SON, INC.			33.99
01 1100 610 2 002	365666684	SUPPLIES		33.99
1194	70917 JW PEPPER & SON, INC.			78.00
01 1100 610 2 002	365691683	Vocal Music - Open PO		78.00
1193	70917 JW PEPPER & SON, INC.			135.00
01 1100 610 2 002	365696989	SUPPLIES		135.00
1194	70917 JW PEPPER & SON, INC.			242.99
01 1100 610 2 002	365708653	SUPPLIES		242.99
1194	70917 JW PEPPER & SON, INC.			62.00
01 1100 610 2 002	365718871	SUPPLIES		62.00
1194	70917 JW PEPPER & SON, INC.			43.19
01 1100 610 2 002	365748426	Vocal Music - Open PO		43.19
1193	70917 JW PEPPER & SON, INC.			11.20
01 1100 610 2 002	365752630	Vocal Music - Open PO		11.20
1193			Vendor Total:	928.63
	70918 KRIS SPATH			10.90
01 1100 610 2 001	REIMB 110723	SUPPLIES		10.90
1172	70918 KRIS SPATH			8.39
01 1100 610 2 001	REIMB 110723-2	SUPPLIES		8.39
1172			Vendor Total:	19.29
	70919 KSB SCHOOL LAW			5,160.00
01 2330 317 0 000	15196	SVS 9/28/23-10/27/23		5,160.00
			Vendor Total:	5,160.00
	70853 KUBOTA CREDIT CORP, USA			628.66
01 2630 442 0 000	91216713 - 0030	UTV LEASE PMT NOV 23		628.66
			Vendor Total:	628.66
	70920 KYLA BLUM			10,524.11
01 2151 320 1 006	9/26/23-10/20/23	SVS 9/26/23-10/20/23		10,224.00
01 2151 334 1 006	9/26/23-10/20/23	SVS 9/26/23-10/20/23		300.11
			Vendor Total:	10,524.11
	70921 LAB-AIDS INCORPORATED			69.65
01 1100 610 2 001	161878	Groundwater Contaminant solution, drop c		6.50
1172				

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
01 1100 610 2 001 1172	161878	Food Coloring Solution, Blue, Drop Contr		6.15
01 1100 610 2 001 1172	161878	Droppers, plastic, Pk/16		7.30
01 1100 610 2 001 1172	161878	Profile Tube - 1.25" X 10" X .020		2.65
01 1100 610 2 001 1172	161878	Tweezers, Metal		9.00
01 1100 610 2 001 1172	161878	Gravel, 500 cc		23.05
01 1100 610 2 001 1172	161878	Shipping		15.00
			Vendor Total:	69.65
	70922 LANG DIESEL INC			90.56
01 2630 610 1 003	P02320	OIL		18.12
01 2630 610 1 004	P02320	OIL		18.11
01 2630 610 1 006	P02320	OIL		18.11
01 2630 610 2 002	P02320	OIL		18.11
01 2630 610 2 001	P02320	OIL		18.11
			Vendor Total:	90.56
	70923 LANGUAGE LINC INTERPRETATION SERVICES			123.61
01 1150 320 1 006	18288	INTERPRETATION SVS		102.00
01 1150 334 1 006	18288	INTERPRETATION SVS		21.61
			Vendor Total:	123.61
	70924 LAUREN REZAC			16.38
01 2151 333 2 002	REIMB 110723	MILEAGE 8/15/23-9/29/23		16.38
			Vendor Total:	16.38
	70925 LAVONNE GUTHARD			9.98
01 1100 610 2 002 1111	REIMB 110723	SUPPLIES		9.98
			Vendor Total:	9.98
	70926 LINCOLN ELECTRIC SYSTEM			3,193.78
01 2610 621 2 001	023814703- 1023	SVS 9/1/23-9/30/23		3,193.78
	70926 LINCOLN ELECTRIC SYSTEM			6,156.97
01 2610 621 2 002	023832404- 1023	SVS 9/1/23-9/30/23		6,156.97
	70926 LINCOLN ELECTRIC SYSTEM			3,763.35
01 2610 621 2 002	023832504- 1023	SVS 9/1/23-9/30/23		3,763.35
	70926 LINCOLN ELECTRIC SYSTEM			18,956.19
01 2610 621 2 001	942809903- 1023	SVS 9/1/23-9/30/23		18,956.19
	70926 LINCOLN ELECTRIC SYSTEM			3,063.69
01 2610 621 1 006	944800303- 1023	SVS 9/1/23-9/30/23		3,063.69
	70926 LINCOLN ELECTRIC SYSTEM			369.88
01 2610 621 1 006	944800403- 1023	SVS 9/2/23-10/2/23		369.88
	70926 LINCOLN ELECTRIC SYSTEM			110.69
01 2610 621 1 006	944800503- 1023	SVS 9/2/23-10/2/23		110.69
	70926 LINCOLN ELECTRIC SYSTEM			30.68
01 2610 621 1 006	944800603- 1023	SVS 9/2/23-10/2/23		30.68

<u>Check #</u>	<u>Vendor Name</u>		<u>Amount</u>		<u>Amount</u>
<u>Account Number</u>	<u>Invoice</u>	<u>Description</u>			
	70926 LINCOLN ELECTRIC SYSTEM		2,864.39		
01 2610 621 1 006	944800703- 1023	SVS 9/1/23-9/30/23			2,864.39
	70926 LINCOLN ELECTRIC SYSTEM		58.25		
01 2610 621 1 006	944800803- 1023	SVS 9/2/23-10/2/23			58.25
	70926 LINCOLN ELECTRIC SYSTEM		159.25		
01 2610 621 0 000	944800903- 1023	SVS 9/2/23-10/2/23			159.25
	70926 LINCOLN ELECTRIC SYSTEM		168.85		
01 2610 621 0 000	944801003- 1023	SVS 9/2/23-10/2/23			168.85
	70926 LINCOLN ELECTRIC SYSTEM		3,590.32		
01 2610 621 1 004	944801103- 1023	SVS 9/2/23-10/2/23			3,590.32
				Vendor Total:	42,486.29
	70927 LINCOLN TRUCK CENTER		577.00		
01 2710 610 0 000	XA108110983: 01	SUPPLIES, STARTER BUS 12			577.00
				Vendor Total:	577.00
	70928 LINEWIZE		1,500.00		
01 2230 734 0 000	INUS0004199	Linewize Local Gateway 1 Yr Subscription			1,500.00
				Vendor Total:	1,500.00
	70929 MADELEINE AIKEN		190.00		
01 2212 320 0 000	REIMB 110723	MW BAND AND ORCHESTRA CLINIC CONF REG			190.00
				Vendor Total:	190.00
	70854 MADISON NATIONAL LIFE INSURANCE CO INC		531.60		
01 1100 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE			4.80
01 1100 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE			12.00
01 1100 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE			7.20
01 1100 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE			26.40
01 1100 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE			7.20
01 1100 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE			16.80
01 1100 211 1 006	LIFE- NOV - 0006	LIFE INSURANCE			1.20
01 2151 211 2 002	LIFE- NOV - 0006	LIFE INSURANCE			9.60
01 1200 211 2 002	LIFE- NOV - 0006	LIFE INSURANCE			2.40
01 6200 211 1 006	LIFE- NOV - 0006	LIFE INSURANCE			2.40
01 6408 211 0 000	LIFE- NOV - 0006	LIFE INSURANCE			2.40
01 6408 211 1 000	LIFE- NOV - 0006	LIFE INSURANCE			2.16
01 6408 211 2 000	LIFE- NOV - 0006	LIFE INSURANCE			12.00
01 2630 216 0 000	LIFE- NOV - 0006	LIFE INSURANCE			3.00

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
<u>Account Number</u>	<u>Invoice</u>	<u>Description</u>
		<u>Amount</u>
01 1100 211 1 004 1169	LIFE- NOV - 0006	LIFE INSURANCE 1.20
01 2410 211 2 002	LIFE- NOV - 0006	LIFE INSURANCE 6.00
01 2710 216 0 000	LIFE- NOV - 0006	LIFE INSURANCE 1.50
01 2712 216 0 000	LIFE- NOV - 0006	LIFE INSURANCE 1.50
01 3540 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 3535 211 0 000	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 6200 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 2320 215 0 000	LIFE- NOV - 0006	LIFE INSURANCE 12.00
01 2320 216 0 000	LIFE- NOV - 0006	LIFE INSURANCE 3.00
01 2410 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE 3.00
01 2410 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE 3.00
01 2410 211 1 006	LIFE- NOV - 0006	LIFE INSURANCE 3.00
01 2410 211 2 001	LIFE- NOV - 0006	LIFE INSURANCE 7.50
01 2220 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 2220 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 2220 211 1 006	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 2220 211 2 001	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 2220 211 2 002	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 2230 211 0 000	LIFE- NOV - 0006	LIFE INSURANCE 3.00
01 2141 211 2 002	LIFE- NOV - 0006	LIFE INSURANCE 0.79
01 2151 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE (4.80)
01 2151 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE 2.40
01 2151 211 2 001	LIFE- NOV - 0006	LIFE INSURANCE 1.44
01 2190 211 2 001	LIFE- NOV - 0006	LIFE INSURANCE 1.50
01 2212 211 0 000	LIFE- NOV - 0006	LIFE INSURANCE 3.00
01 2120 211 2 001	LIFE- NOV - 0006	LIFE INSURANCE 7.20
01 2120 211 2 002	LIFE- NOV - 0006	LIFE INSURANCE 4.80
01 2141 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE 1.20
01 2141 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE 0.82
01 2141 211 1 006	LIFE- NOV - 0006	LIFE INSURANCE 0.79
01 2141 211 2 001	LIFE- NOV - 0006	LIFE INSURANCE 1.20

Check #	Vendor Name	Amount
Account Number	Invoice Description	Amount
01 1200 211 1 004 1222	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1200 211 2 001 1222	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1200 211 2 001 1225	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 2120 211 1 003	LIFE- NOV - LIFE INSURANCE 0006	1.20
01 2120 211 1 004	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 2120 211 1 006	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1200 211 0 000 1214	LIFE- NOV - LIFE INSURANCE 0006	3.00
01 1200 211 1 003 1221	LIFE- NOV - LIFE INSURANCE 0006	7.20
01 1200 211 1 004 1221	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1200 211 1 006 1221	LIFE- NOV - LIFE INSURANCE 0006	9.60
01 1200 211 2 001 1221	LIFE- NOV - LIFE INSURANCE 0006	4.80
01 1200 211 2 002 1221	LIFE- NOV - LIFE INSURANCE 0006	9.60
01 1100 211 2 001 1193	LIFE- NOV - LIFE INSURANCE 0006	0.79
01 1100 211 2 002 1193	LIFE- NOV - LIFE INSURANCE 0006	1.61
01 1100 211 1 003 1194	LIFE- NOV - LIFE INSURANCE 0006	0.12
01 1100 211 1 006 1194	LIFE- NOV - LIFE INSURANCE 0006	0.70
01 1100 211 2 001 1194	LIFE- NOV - LIFE INSURANCE 0006	1.58
01 1100 211 2 002 1194	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1100 211 1 006 1190	LIFE- NOV - LIFE INSURANCE 0006	(1.20)
01 1100 211 2 001 1190	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1100 211 2 002 1190	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1100 211 1 003 1193	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1100 211 1 004 1193	LIFE- NOV - LIFE INSURANCE 0006	1.20
01 1100 211 1 006 1193	LIFE- NOV - LIFE INSURANCE 0006	1.20
01 1100 211 2 001 1174	LIFE- NOV - LIFE INSURANCE 0006	12.00
01 1100 211 2 002 1174	LIFE- NOV - LIFE INSURANCE 0006	1.58
01 1100 211 2 001 1176	LIFE- NOV - LIFE INSURANCE 0006	12.77
01 1100 211 2 002 1176	LIFE- NOV - LIFE INSURANCE 0006	2.40
01 1100 211 1 003 1190	LIFE- NOV - LIFE INSURANCE 0006	1.20
01 1100 211 1 004 1190	LIFE- NOV - LIFE INSURANCE 0006	(1.20)
01 1100 211 2 001 1169	LIFE- NOV - LIFE INSURANCE 0006	1.80

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>		
<u>Account</u>	<u>Number</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
01 1100 211 2 002 1169	LIFE- NOV - 0006	LIFE INSURANCE	9.58	
01 1100 211 2 001 1170	LIFE- NOV - 0006	LIFE INSURANCE	4.80	
01 1100 211 2 002 1170	LIFE- NOV - 0006	LIFE INSURANCE	9.60	
01 1100 211 2 001 1172	LIFE- NOV - 0006	LIFE INSURANCE	1.99	
01 1100 211 2 002 1172	LIFE- NOV - 0006	LIFE INSURANCE	0.41	
01 1160 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE	1.20	
01 1100 211 1 003 1168	LIFE- NOV - 0006	LIFE INSURANCE	2.40	
01 1100 211 1 004 1168	LIFE- NOV - 0006	LIFE INSURANCE	1.20	
01 1100 211 1 006 1168	LIFE- NOV - 0006	LIFE INSURANCE	1.20	
01 1100 211 2 001 1168	LIFE- NOV - 0006	LIFE INSURANCE	4.99	
01 1100 211 2 002 1168	LIFE- NOV - 0006	LIFE INSURANCE	7.63	
01 1100 211 2 001 1130	LIFE- NOV - 0006	LIFE INSURANCE	14.04	
01 1100 211 2 001 1140	LIFE- NOV - 0006	LIFE INSURANCE	16.80	
01 1150 211 1 004	LIFE- NOV - 0006	LIFE INSURANCE	1.20	
01 1100 211 2 001 1153	LIFE- NOV - 0006	LIFE INSURANCE	14.40	
01 1100 211 2 001 1155	LIFE- NOV - 0006	LIFE INSURANCE	2.40	
01 1160 211 1 003	LIFE- NOV - 0006	LIFE INSURANCE	6.00	
01 1100 211 2 002 1106	LIFE- NOV - 0006	LIFE INSURANCE	19.20	
01 1100 211 2 002 1107	LIFE- NOV - 0006	LIFE INSURANCE	15.22	
01 1100 211 2 002 1108	LIFE- NOV - 0006	LIFE INSURANCE	16.39	
01 1100 211 2 001 1110	LIFE- NOV - 0006	LIFE INSURANCE	17.23	
01 1100 211 2 001 1114	LIFE- NOV - 0006	LIFE INSURANCE	0.77	
01 1100 211 2 001 1124	LIFE- NOV - 0006	LIFE INSURANCE	8.40	
01 1100 211 1 003 1103	LIFE- NOV - 0006	LIFE INSURANCE	4.80	
01 1100 211 1 006 1103	LIFE- NOV - 0006	LIFE INSURANCE	12.00	
01 1100 211 1 003 1104	LIFE- NOV - 0006	LIFE INSURANCE	2.40	
01 1100 211 1 006 1104	LIFE- NOV - 0006	LIFE INSURANCE	12.00	
01 1100 211 1 003 1105	LIFE- NOV - 0006	LIFE INSURANCE	21.60	
01 1100 211 1 006 1105	LIFE- NOV - 0006	LIFE INSURANCE	12.00	
70854	MADISON NATIONAL LIFE INSURANCE CO INC		3,785.62	
01 6408 211 2 000	LTD-NOV 23- 0001	LTD INSURANCE	89.70	

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
<u>Account Number</u>	<u>Invoice</u>	<u>Description</u>
		<u>Amount</u>
01 2630 216 0 000	LTD-NOV 23- 0001	LTD INSURANCE 20.00
01 1100 211 1 004 1169	LTD-NOV 23- 0001	LTD INSURANCE 8.66
01 1100 211 1 006 1169	LTD-NOV 23- 0001	LTD INSURANCE 8.66
01 1200 211 2 002 1222	LTD-NOV 23- 0001	LTD INSURANCE 20.86
01 2151 211 2 002	LTD-NOV 23- 0001	LTD INSURANCE 44.74
01 3540 211 1 003	LTD-NOV 23- 0001	LTD INSURANCE 16.52
01 3535 211 0 000	LTD-NOV 23- 0001	LTD INSURANCE 21.50
01 6200 211 1 003	LTD-NOV 23- 0001	LTD INSURANCE 11.44
01 6200 211 1 006	LTD-NOV 23- 0001	LTD INSURANCE 16.52
01 6408 211 0 000	LTD-NOV 23- 0001	LTD INSURANCE 19.57
01 6408 211 1 000	LTD-NOV 23- 0001	LTD INSURANCE 17.20
01 2410 211 1 004	LTD-NOV 23- 0001	LTD INSURANCE 29.20
01 2410 211 1 006	LTD-NOV 23- 0001	LTD INSURANCE 29.55
01 2410 211 2 001	LTD-NOV 23- 0001	LTD INSURANCE 73.81
01 2410 211 2 002	LTD-NOV 23- 0001	LTD INSURANCE 59.00
01 2710 216 0 000	LTD-NOV 23- 0001	LTD INSURANCE 9.10
01 2712 216 0 000	LTD-NOV 23- 0001	LTD INSURANCE 9.10
01 2220 211 2 001	LTD-NOV 23- 0001	LTD INSURANCE 18.52
01 2220 211 2 002	LTD-NOV 23- 0001	LTD INSURANCE 19.23
01 2230 211 0 000	LTD-NOV 23- 0001	LTD INSURANCE 26.01
01 2320 215 0 000	LTD-NOV 23- 0001	LTD INSURANCE 49.15
01 2320 216 0 000	LTD-NOV 23- 0001	LTD INSURANCE 38.15
01 2410 211 1 003	LTD-NOV 23- 0001	LTD INSURANCE 28.86
01 2151 211 2 001	LTD-NOV 23- 0001	LTD INSURANCE 11.48
01 2190 211 2 001	LTD-NOV 23- 0001	LTD INSURANCE 13.75
01 2212 211 0 000	LTD-NOV 23- 0001	LTD INSURANCE 40.14
01 2220 211 1 003	LTD-NOV 23- 0001	LTD INSURANCE 17.52
01 2220 211 1 004	LTD-NOV 23- 0001	LTD INSURANCE 20.45
01 2220 211 1 006	LTD-NOV 23- 0001	LTD INSURANCE 19.32
01 2141 211 1 004	LTD-NOV 23- 0001	LTD INSURANCE 6.40
01 2141 211 1 006	LTD-NOV 23- 0001	LTD INSURANCE 6.20

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>		
<u>Account</u>	<u>Number</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
01 2141 211 2 001	LTD-NOV 23-	LTD INSURANCE	0001	8.29
01 2141 211 2 002	LTD-NOV 23-	LTD INSURANCE	0001	6.20
01 2151 211 1 003	LTD-NOV 23-	LTD INSURANCE	0001	(20.30)
01 2151 211 1 004	LTD-NOV 23-	LTD INSURANCE	0001	16.52
01 2120 211 1 003	LTD-NOV 23-	LTD INSURANCE	0001	10.10
01 2120 211 1 004	LTD-NOV 23-	LTD INSURANCE	0001	19.11
01 2120 211 1 006	LTD-NOV 23-	LTD INSURANCE	0001	20.80
01 2120 211 2 001	LTD-NOV 23-	LTD INSURANCE	0001	64.84
01 2120 211 2 002	LTD-NOV 23-	LTD INSURANCE	0001	39.19
01 2141 211 1 003	LTD-NOV 23-	LTD INSURANCE	0001	8.29
01 1200 211 1 006 1221	LTD-NOV 23-	LTD INSURANCE	0001	66.04
01 1200 211 2 001 1221	LTD-NOV 23-	LTD INSURANCE	0001	35.16
01 1200 211 2 002 1221	LTD-NOV 23-	LTD INSURANCE	0001	71.44
01 1200 211 1 004 1222	LTD-NOV 23-	LTD INSURANCE	0001	19.89
01 1200 211 2 001 1222	LTD-NOV 23-	LTD INSURANCE	0001	20.22
01 1200 211 2 001 1225	LTD-NOV 23-	LTD INSURANCE	0001	16.76
01 1100 211 1 006 1194	LTD-NOV 23-	LTD INSURANCE	0001	6.28
01 1100 211 2 001 1194	LTD-NOV 23-	LTD INSURANCE	0001	16.38
01 1100 211 2 002 1194	LTD-NOV 23-	LTD INSURANCE	0001	19.02
01 1200 211 0 000 1214	LTD-NOV 23-	LTD INSURANCE	0001	37.45
01 1200 211 1 003 1221	LTD-NOV 23-	LTD INSURANCE	0001	46.00
01 1200 211 1 004 1221	LTD-NOV 23-	LTD INSURANCE	0001	37.58
01 1100 211 1 003 1193	LTD-NOV 23-	LTD INSURANCE	0001	17.62
01 1100 211 1 004 1193	LTD-NOV 23-	LTD INSURANCE	0001	5.92
01 1100 211 1 006 1193	LTD-NOV 23-	LTD INSURANCE	0001	5.92
01 1100 211 2 001 1193	LTD-NOV 23-	LTD INSURANCE	0001	5.84
01 1100 211 2 002 1193	LTD-NOV 23-	LTD INSURANCE	0001	11.86
01 1100 211 1 003 1194	LTD-NOV 23-	LTD INSURANCE	0001	0.89
01 1100 211 2 002 1176	LTD-NOV 23-	LTD INSURANCE	0001	18.29
01 1100 211 1 003 1190	LTD-NOV 23-	LTD INSURANCE	0001	5.73
01 1100 211 1 004 1190	LTD-NOV 23-	LTD INSURANCE	0001	(3.85)

Check #	Vendor Name		Amount
Account Number	Invoice	Description	Amount
01 1100 211 1 006 1190	LTD-NOV 23- 0001	LTD INSURANCE	(3.85)
01 1100 211 2 001 1190	LTD-NOV 23- 0001	LTD INSURANCE	19.46
01 1100 211 2 002 1190	LTD-NOV 23- 0001	LTD INSURANCE	16.97
01 1100 211 2 002 1170	LTD-NOV 23- 0001	LTD INSURANCE	68.84
01 1100 211 2 001 1172	LTD-NOV 23- 0001	LTD INSURANCE	19.09
01 1100 211 2 002 1172	LTD-NOV 23- 0001	LTD INSURANCE	3.91
01 1100 211 2 001 1174	LTD-NOV 23- 0001	LTD INSURANCE	50.92
01 1100 211 2 002 1174	LTD-NOV 23- 0001	LTD INSURANCE	9.07
01 1100 211 2 001 1176	LTD-NOV 23- 0001	LTD INSURANCE	66.33
01 1100 211 1 006 1168	LTD-NOV 23- 0001	LTD INSURANCE	9.21
01 1100 211 2 001 1168	LTD-NOV 23- 0001	LTD INSURANCE	47.00
01 1100 211 2 002 1168	LTD-NOV 23- 0001	LTD INSURANCE	74.85
01 1100 211 2 001 1169	LTD-NOV 23- 0001	LTD INSURANCE	18.67
01 1100 211 2 002 1169	LTD-NOV 23- 0001	LTD INSURANCE	27.27
01 1100 211 2 001 1170	LTD-NOV 23- 0001	LTD INSURANCE	43.63
01 1100 211 2 001 1153	LTD-NOV 23- 0001	LTD INSURANCE	80.53
01 1100 211 2 001 1155	LTD-NOV 23- 0001	LTD INSURANCE	20.19
01 1160 211 1 003	LTD-NOV 23- 0001	LTD INSURANCE	45.96
01 1160 211 1 004	LTD-NOV 23- 0001	LTD INSURANCE	9.76
01 1100 211 1 003 1168	LTD-NOV 23- 0001	LTD INSURANCE	15.44
01 1100 211 1 004 1168	LTD-NOV 23- 0001	LTD INSURANCE	9.21
01 1100 211 2 001 1110	LTD-NOV 23- 0001	LTD INSURANCE	116.40
01 1100 211 2 001 1114	LTD-NOV 23- 0001	LTD INSURANCE	5.63
01 1100 211 2 001 1124	LTD-NOV 23- 0001	LTD INSURANCE	59.76
01 1100 211 2 001 1130	LTD-NOV 23- 0001	LTD INSURANCE	61.65
01 1100 211 2 001 1140	LTD-NOV 23- 0001	LTD INSURANCE	137.11
01 1150 211 1 004	LTD-NOV 23- 0001	LTD INSURANCE	9.76
01 1100 211 1 006 1104	LTD-NOV 23- 0001	LTD INSURANCE	89.70
01 1100 211 1 003 1105	LTD-NOV 23- 0001	LTD INSURANCE	133.21
01 1100 211 1 006 1105	LTD-NOV 23- 0001	LTD INSURANCE	89.93
01 1100 211 2 002 1106	LTD-NOV 23- 0001	LTD INSURANCE	131.71

Check #	Vendor Name	Account Number	Invoice	Description	Amount	Amount
01 1100 211 2 002 1107	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		115.03	
01 1100 211 2 002 1108	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		130.48	
01 1100 211 1 004 1101	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		148.23	
01 1100 211 1 003 1102	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		42.11	
01 1100 211 1 004 1102	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		101.42	
01 1100 211 1 003 1103	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		35.66	
01 1100 211 1 006 1103	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		88.72	
01 1100 211 1 003 1104	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		14.46	
01 1100 211 1 003 1100	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		29.56	
01 1100 211 1 004 1100	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		83.57	
01 1100 211 1 003 1101	LTD-NOV 23- 0001	LTD-NOV 23- 0001	LTD INSURANCE		55.27	
						Vendor Total: 4,317.22
	70930 MARIANNE YOUNG				246.80	
01 2712 332 2 000	10/2/23- 10/17/23	MILEAGE 10/2/23-10/17/23			246.80	
						Vendor Total: 246.80
	70931 MARSHALL MEMO LLC				50.00	
01 2410 810 2 001	HS01329	Marshall Memo Renewal Fee			50.00	
						Vendor Total: 50.00
	70932 MATHESON TRI-GAS INC				768.80	
01 1100 610 2 001 1170	28453053	SUPPLIES			768.80	
	70932 MATHESON TRI-GAS INC				59.39	
01 2620 440 0 000	52228292	CYLINDER RENTAL 9/1/23-9/30/23			59.39	
	70932 MATHESON TRI-GAS INC				117.95	
01 2710 440 0 000	52228293	CYLINDER RENTAL 9/1/23-9/30/23			117.95	
						Vendor Total: 946.14
	70933 MATHEW MORRISON				30.22	
01 1200 610 2 002 1222	REIMB 110723	SUPPLIES			9.46	
01 1200 610 2 002 1222	REIMB 110723	SUPPLIES			20.76	
						Vendor Total: 30.22
	70934 MENARDS LINCOLN-NORTH				159.61	
01 2710 610 0 000	69508	SUPPLIES			159.61	
	70934 MENARDS LINCOLN-NORTH				238.29	
01 2710 610 0 000	71715	SUPPLIES			238.29	
	70934 MENARDS LINCOLN-NORTH				45.21	
01 2620 610 1 004	73057	SUPPLIES			45.21	
	70934 MENARDS LINCOLN-NORTH				39.95	
01 2630 610 2 001	73493	SUPPLIES			39.95	
						Vendor Total: 483.06
	70935 MENARDS LINCOLN-SOUTH				23.98	
01 2620 610 1 004	20236	SUPPLIES			23.98	

Check #	Vendor Name	Amount		Amount	
Account Number	Invoice	Description		Vendor Total:	
70936	MICHELLE HENRICKSON		614.81		23.98
01 1100 610 1 006 1111	REIMB 110723	TACO INN CATERING		378.53	
01 2410 610 1 006	REIMB 110723	SNACKS FOR STAFF MTGS		203.46	
01 2130 610 1 006	REIMB 110723	SUPPLIES		32.82	
				Vendor Total:	614.81
70937	NCSA		150.00		
01 2410 320 2 001	79098	FALL EDUCATORS ACADEMY - DELEHANT		150.00	
70937	NCSA		160.00		
01 2320 320 0 000	79289	LABOR RELATIONS - WORRELL		160.00	
70937	NCSA		115.00		
01 2213 330 2 002	79588	SAFETY & SECURITY SUMMIT - SCHERE		115.00	
				Vendor Total:	425.00
70938	NEALEY OLTMAN		8,602.00		
01 2151 320 1 003	9/21/23- 10/19/23	SVS 9/21/23-10/19/23		8,602.00	
				Vendor Total:	8,602.00
70939	NEBRASKA EXTENSION CASS COUNTY		20.00		
01 3535 890 0 000	CASS EXT 41	ROCKETS W/ MIRISSA		20.00	
70939	NEBRASKA EXTENSION CASS COUNTY		30.00		
01 3535 890 0 000	CASS EXT 42	ROBOTICS W/ MIRISSA		30.00	
				Vendor Total:	50.00
70940	NEBRASKA SAFETY CENTER		495.00		
01 2710 340 0 000	57-12108	DRIVING COURSES		495.00	
				Vendor Total:	495.00
70941	NEBSPRA,		72.71		
01 2310 334 0 000	1038	MILEAGE - NODGAARD		72.71	
				Vendor Total:	72.71
70942	NICOLE MCINTIRE		129.09		
01 2212 640 0 000	REIMB 110723	AMERICAN COACHING TRAINING		129.09	
				Vendor Total:	129.09
70943	NSBA		10.00		
01 1100 610 2 002 1194	1881	AUDITION FEE		10.00	
				Vendor Total:	10.00
70949	O'REILLY AUTOMOTIVE STORES INC		218.27		
01 2712 610 0 000	5824-303212	BRAKE PADS AND ROTORS SUB 5		218.27	
70949	O'REILLY AUTOMOTIVE STORES INC		131.20		
01 2712 610 0 000	5824-303378	BELT, TENSNER, IDLER PULLEY SUB 5		131.20	
70949	O'REILLY AUTOMOTIVE STORES INC		238.77		
01 2710 610 0 000	5824-304455	FILTERS		238.77	
70949	O'REILLY AUTOMOTIVE STORES INC		10.85		
01 2710 610 0 000	5824-304467	BULBS		10.85	
70949	O'REILLY AUTOMOTIVE STORES INC		166.11		
01 2712 610 0 000	5824-304862	WATER PUMP SUB 5		166.11	
70949	O'REILLY AUTOMOTIVE STORES INC		111.14		
01 2710 610 0 000	5824-304937	SANSTR SOL SUB 2, U-JOINT		111.14	
70949	O'REILLY AUTOMOTIVE STORES INC		32.30		

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>		<u>Amount</u>
<u>Account Number</u>	<u>Invoice</u>	<u>Description</u>		
01 2710 610 0 000	5824-304938	PURGE SOL SUB 2		32.30
	70949 O'REILLY AUTOMOTIVE STORES INC		35.99	
01 2712 610 0 000	5824-305026	TRANS FLUID		35.99
	70949 O'REILLY AUTOMOTIVE STORES INC		58.26	
01 2710 610 0 000	5824-305030	URETHANE BUS 24, STOCK		58.26
	70949 O'REILLY AUTOMOTIVE STORES INC		43.40	
01 2710 610 0 000	5824-305298	FILTERS		43.40
	70949 O'REILLY AUTOMOTIVE STORES INC		88.53	
01 2712 610 0 000	5824-305689	TPMS SENSOR VAN 18, FILTERS		88.53
	70944 OCCUPATIONAL HEALTH CENTERS OF NEBRASKA		159.00	
				Vendor Total: 1,134.82
01 2710 340 0 000	257378807	RANDOM DRUG TESTING		159.00
	70945 OFFICE DEPOT		133.68	
				Vendor Total: 159.00
01 1100 610 2 001	335526452001	Office Depot® Brand Faux Leather ID Badg		4.86
1172				
01 1100 610 2 001	335526452001	Office Depot® Brand Acrylic Ruler, 12",		44.80
1172				
01 1100 610 2 001	335526452001	Office Depot® Brand Sticky Notes, With S		44.24
1111				
01 1100 610 2 001	335526452001	Post-it® Greener Notes Value Pack - Beac		39.78
1111				
	70945 OFFICE DEPOT		37.03	
01 1100 610 2 001	335532227001	Surpass® 2-Ply Facial Tissue, Unscented,		37.03
1111				
	70945 OFFICE DEPOT		48.94	
01 2320 610 0 000	337007123001	BIC PEN - BLUE		6.00
01 2320 610 0 000	337007123001	TUL GEL PEN - BLACK		14.32
01 2320 610 0 000	337007123001	CALCULATOR PAPER ROLLS		6.91
01 2320 610 0 000	337007123001	12" RULER		0.44
01 2320 610 0 000	337007123001	6" RULER		0.79
01 2320 610 0 000	337007123001	POST ITS		5.50
01 2320 610 0 000	337007123001	YELLOW PAPER		7.99
01 2320 610 0 000	337007123001	BIC PEN - BLACK		6.99
	70945 OFFICE DEPOT		14.99	
01 2320 610 0 000	337017087001	LEGAL MANILA FOLDERS		14.99
	70946 OMAHA PUBLIC POWER DISTRICT		5,663.61	
				Vendor Total: 234.64
01 2610 621 1 003	8764000061-1023	SVS 9/20/23-10/20/23		5,663.61
	70947 ONE CALL CONCEPTS INC		3.58	
01 2230 340 0 000	3090590	LOCATES SEPT 23		3.58
	70948 ONE SOURCE		276.80	
				Vendor Total: 3.58
01 2310 350 0 000	2022138463	SVS 9/1/23-10/1/23		276.80
	70948 ONE SOURCE		28.50	
01 2310 350 0 000	2022138464	SVS 9/1/23-10/1/23		28.50
	70950 PAYFLEX		540.00	
				Vendor Total: 305.30
01 2310 350 0 000	21014-1889354	SVS 10/1/23-10/31/23		540.00
				Vendor Total: 540.00

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
70951	PERMA-BOUND		749.74	
01 2220 640 2 002	1970309-00	Books		749.74
			Vendor Total:	749.74
70952	PERRY GUTHERY HAASE & GESSFORD		880.00	
01 2330 317 0 000	415	SVS 8/22/23-9/15/23		880.00
			Vendor Total:	880.00
70953	PITSCO EDUCATION, LLC		465.50	
01 1100 610 2 002	23-000023663	CO2 DRAGPAK BASSWOOD PK50 1111		465.50
			Vendor Total:	465.50
70954	POWERSCHOOL GROUP LLC		7,415.20	
01 1100 735 1 003	INV366509	PS ENROLLMENT EXPRESS 9/30/23-9/29/24		1,483.04
1111				
01 1100 735 1 004	INV366509	PS ENROLLMENT EXPRESS 9/30/23-9/29/24		1,483.04
1111				
01 1100 735 1 006	INV366509	PS ENROLLMENT EXPRESS 9/30/23-9/29/24		1,483.04
1111				
01 1100 735 2 002	INV366509	PS ENROLLMENT EXPRESS 9/30/23-9/29/24		1,483.04
1111				
01 1100 735 2 001	INV366509	PS ENROLLMENT EXPRESS 9/30/23-9/29/24		1,483.04
1111				
			Vendor Total:	7,415.20
70955	PRESTO X COMPANY		328.24	
01 2620 431 1 003	316649C	PEST CONTROL SVS 9/20/23		62.15
01 2620 431 2 001	316649C	PEST CONTROL SVS 9/20/23		67.80
01 2620 431 2 002	316649C	PEST CONTROL SVS 9/20/23		68.34
01 2620 431 1 004	316649C	PEST CONTROL SVS 9/20/23		62.15
01 2620 431 1 006	316649C	PEST CONTROL SVS 9/20/23		67.80
			Vendor Total:	328.24
70956	QUADIENT LEASING USA, INC		655.41	
01 2510 531 0 000	Q1007082	LEASE PMT 11/3/23-2/2/24		655.41
			Vendor Total:	655.41
70957	RECYCLING ENTERPRISES OF NE, INC.		1,300.00	
01 2620 431 1 004	22A2365	RECY SVS NOV 23		260.00
01 2620 431 1 006	22A2365	RECY SVS NOV 23		260.00
01 2620 431 2 002	22A2365	RECY SVS NOV 23		340.00
01 2620 431 2 001	22A2365	RECY SVS NOV 23		260.00
01 2620 431 1 003	22A2365	RECY SVS NOV 23		180.00
			Vendor Total:	1,300.00
70958	RIVERSIDE INSIGHTS		638.00	
01 3535 890 0 000	INV183979	EL COGAT 7 Online L5/6-17/ 18-R		638.00
			Vendor Total:	638.00
70959	RUSS'S MARKET EXPRESS		81.60	
01 1100 610 2 001	4915	SUPPLIES		81.60
1155				
70959	RUSS'S MARKET EXPRESS		31.28	
01 1100 610 2 001	4933	Lab Supplies		31.28
1153				
70959	RUSS'S MARKET EXPRESS		11.94	
01 1200 610 2 002	4941	SUPPLIES		11.94
1222				
70959	RUSS'S MARKET EXPRESS		14.43	
01 1100 610 2 002	4942	SUPPLIES		14.43
1172				

Check #	Vendor Name		Amount		Amount
Account Number	Invoice	Description		Amount	
	70959 RUSS'S MARKET EXPRESS		8.43		
01 1100 610 2 001 1172	4954	Lab Supplies		8.43	
	70959 RUSS'S MARKET EXPRESS		23.96		
01 2320 610 0 000	4957	SUPPLIES		23.96	
	70959 RUSS'S MARKET EXPRESS		14.46		
01 1200 610 2 002 1222	4974	SUPPLIES		14.46	
	70959 RUSS'S MARKET EXPRESS		7.48		
01 1200 610 2 002 1222	4993	SUPPLIES		7.48	
				Vendor Total:	193.58
	70960 SAPP BROS, INC - LINCOLN		2,562.50		
01 2710 610 0 000	IN4264020	BULK OIL		2,050.00	
01 2712 610 0 000	IN4264020	BULK OIL		512.50	
				Vendor Total:	2,562.50
	70961 SCHOOL DIST #145-ACTIVIY FUND		200,000.00		
01 8000 913 2 001	2023-2024	23/24 REIMBURSEMENT		200,000.00	
				Vendor Total:	200,000.00
	70962 SCHOOL DISTRICT 145-PAYROLL		1,819.80		
01 1100 281 1 006 1105	HSA SEPT-DEC23-2	HSA PMTS SEPT-DEC 2023		476.44	
01 1200 281 2 002 1222	HSA SEPT-DEC23-2	HSA PMTS SEPT-DEC 2023		1,343.36	
				Vendor Total:	1,819.80
	70963 SCHOOL SPECIALTY, LLC		283.17		
01 1200 610 1 004 1221	308104434179	Sped Supplies		283.17	
				Vendor Total:	283.17
	70964 SMALL ENGINE SPECIALISTS INC		303.79		
01 2630 610 1 003	409958	SNOWBLOWER PARTS		60.75	
01 2630 610 1 004	409958	SNOWBLOWER PARTS		60.76	
01 2630 610 1 006	409958	SNOWBLOWER PARTS		60.76	
01 2630 610 2 002	409958	SNOWBLOWER PARTS		60.76	
01 2630 610 2 001	409958	SNOWBLOWER PARTS		60.76	
	70964 SMALL ENGINE SPECIALISTS INC		59.98		
01 2630 610 1 003	409959	NEW TRIMMER HEADS		12.00	
01 2630 610 1 004	409959	NEW TRIMMER HEADS		12.00	
01 2630 610 1 006	409959	NEW TRIMMER HEADS		12.00	
01 2630 610 2 002	409959	NEW TRIMMER HEADS		11.99	
01 2630 610 2 001	409959	NEW TRIMMER HEADS		11.99	
				Vendor Total:	363.77
	70965 SMORE		1,890.00		
01 2230 735 0 000	35380	Smore Team Account - Basic (11-15 users)		1,890.00	
				Vendor Total:	1,890.00
	70966 SUSAN ASHER DESIGNS		127.44		
01 2620 340 0 000	100823	SUMMER AND FALL PLANTERS		127.44	
				Vendor Total:	127.44
	70967 TIFFANY DALTON		35.68		
01 1100 610 2 001 1124	REIMB 110723	POSTERS		35.68	
				Vendor Total:	35.68
	70968 TJ CABLE & UNDERGROUND SVS, LLC		350.00		

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
01 2230 340 0 000	20231539	JUNE 23 LOCATES (7)		350.00
	70968 TJ CABLE & UNDERGROUND SVS, LLC		50.00	
01 2230 340 0 000	20232095	AUGUST 23 LOCATES (1)		50.00
	70968 TJ CABLE & UNDERGROUND SVS, LLC		200.00	
01 2230 340 0 000	41	SEPTEMBER 23 LOCATES (4)		200.00
	70969 TRACTOR SUPPLY COMPANY		49.98	
				Vendor Total: 600.00
01 2630 610 2 001	100291886	SUPPLIES		49.98
	70969 TRACTOR SUPPLY COMPANY		5.99	
01 2620 610 0 000	100292307	SUPPLIES		5.99
	70969 TRACTOR SUPPLY COMPANY		22.47	
01 2630 610 1 003	100293264	SUPPLIES		4.49
01 2630 610 1 004	100293264	SUPPLIES		4.49
01 2630 610 1 006	100293264	SUPPLIES		4.49
01 2630 610 2 002	100293264	SUPPLIES		4.50
01 2630 610 2 001	100293264	SUPPLIES		4.50
	70969 TRACTOR SUPPLY COMPANY		23.98	
01 2630 610 1 003	100294055	SUPPLIES		4.80
01 2630 610 1 004	100294055	SUPPLIES		4.80
01 2630 610 1 006	100294055	SUPPLIES		4.80
01 2630 610 2 002	100294055	SUPPLIES		4.79
01 2630 610 2 001	100294055	SUPPLIES		4.79
	70969 TRACTOR SUPPLY COMPANY		32.99	
01 2630 610 1 003	200138299	SUPPLIES		6.59
01 2630 610 1 004	200138299	SUPPLIES		6.60
01 2630 610 1 006	200138299	SUPPLIES		6.60
01 2630 610 2 002	200138299	SUPPLIES		6.60
01 2630 610 2 001	200138299	SUPPLIES		6.60
	70969 TRACTOR SUPPLY COMPANY		9.99	
01 2620 610 0 000	200138505	SUPPLIES		9.99
	70969 TRACTOR SUPPLY COMPANY		53.95	
01 2710 610 0 000	200140452	SUPPLIES		53.95
	70970 TRAFERA HOLDINGS, LLC		16.00	
				Vendor Total: 199.35
01 2230 432 0 000	I000785072	BOTTOM COVER		16.00
	70971 TYLER TECHNOLOGIES INC		190.00	
				Vendor Total: 16.00
01 2710 610 0 000	045-441819	VERSION 3 OR 4 DOCK ONLY		185.00
01 2710 610 0 000	045-441819	S/H		5.00
	70971 TYLER TECHNOLOGIES INC		380.00	
01 2710 610 0 000	045-442105	VERSION 3 OR 4 DOCK ONLY (ARM OR POWER C		370.00
01 2710 610 0 000	045-442105	S/H		10.00
				Vendor Total: 570.00
	70972 UNITE PRIVATE NETWORKS LLC		(1,699.82)	
01 1100 735 1 003	SCM-23-00446	ETHERNET 10/1/23-10/31/23		(339.96)
1111				
01 1100 735 1 004	SCM-23-00446	ETHERNET 10/1/23-10/31/23		(339.96)
1111				
01 1100 735 1 006	SCM-23-00446	ETHERNET 10/1/23-10/31/23		(339.96)
1111				
01 1100 735 2 002	SCM-23-00446	ETHERNET 10/1/23-10/31/23		(339.97)
1111				

Check #	Vendor Name	Amount		Amount
Account Number	Invoice	Description		Amount
01 1100 735 2 001 1111	SCM-23-00446	ETHERNET 10/1/23-10/31/23		(339.97)
	70972 UNITE PRIVATE NETWORKS LLC		2,145.48	
01 1100 735 1 004 1111	SI-23-031133	ETHERNET SVS 8/1/23-8/31/23		429.09
01 1100 735 1 006 1111	SI-23-031133	ETHERNET SVS 8/1/23-8/31/23		429.10
01 1100 735 2 002 1111	SI-23-031133	ETHERNET SVS 8/1/23-8/31/23		429.10
01 1100 735 2 001 1111	SI-23-031133	ETHERNET SVS 8/1/23-8/31/23		429.10
01 1100 735 1 003 1111	SI-23-031133	ETHERNET SVS 8/1/23-8/31/23		429.09
	70972 UNITE PRIVATE NETWORKS LLC		2,945.50	
01 1100 735 1 003 1111	SI-23-034920	ETHERNET SVS 2/17/23/23-9/30/23		589.10
01 1100 735 1 004 1111	SI-23-034920	ETHERNET SVS 2/17/23/23-9/30/23		589.10
01 1100 735 1 006 1111	SI-23-034920	ETHERNET SVS 2/17/23/23-9/30/23		589.10
01 1100 735 2 002 1111	SI-23-034920	ETHERNET SVS 2/17/23/23-9/30/23		589.10
01 1100 735 2 001 1111	SI-23-034920	ETHERNET SVS 2/17/23/23-9/30/23		589.10
	70973 VERNIER SOFTWARE & TECHNOLOGY		801.86	
01 1100 610 2 001 1153	5465365	Go Wireless® Heart Rate		784.00
01 1100 610 2 001 1153	5465365	Shipping		17.86
	70974 VILLAGE OF EAGLE		162.75	
01 2610 410 1 003	0990011385-1023	SVS 9/12/23-10/12/23		162.75
	70975 WALKER ORGAN TUNING & REPAIR		440.00	
01 1100 340 2 001 1111	100223	PIANO REPAIRS		440.00
	70976 WATERLINK INC		324.83	
01 2620 431 1 003	35559	MONTHLY WATER TREATMENT SVS		81.20
01 2620 431 1 004	35559	MONTHLY WATER TREATMENT SVS		81.21
01 2620 431 2 002	35559	MONTHLY WATER TREATMENT SVS		81.21
01 2620 431 2 001	35559	MONTHLY WATER TREATMENT SVS		81.21
	70977 WEST MUSIC COMPANY		29.88	
01 2212 640 0 000	SI2306908	SONOR SCH 11		29.88
	70977 WEST MUSIC COMPANY		695.00	
01 1100 610 2 002 1111	SI2342001	MUSIC STAND CART		695.00
	70978 WILLIAM V MACGILL AND COMPANY		76.30	
01 2130 610 1 003	IN0848130	Economy Reusable Hot/Cold Gel Pks 4X6, 2		49.50
01 2130 610 1 003	IN0848130	Hygea Flushable Wipes, 48/pk		13.96
01 2130 610 1 003	IN0848130	Jumbo Size Cotton Balls 100/bag		7.35
	Vendor Total:			3,391.16
	Vendor Total:			801.86
	Vendor Total:			162.75
	Vendor Total:			440.00
	Vendor Total:			324.83
	Vendor Total:			724.88

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>		<u>Amount</u>
<u>Account Number</u>	<u>Invoice</u>	<u>Description</u>		
01 2130 610 1 003	IN0848130	Bausch & Lomb Advanced Eye Relief		5.49
			Vendor Total:	76.30
	70979 WOLFE ACE HARDWARE		2.21	
01 2620 610 2 001	387389	SUPPLIES		2.21
			Vendor Total:	2.21
	70980 WOODRIVER ENERGY LLC		934.74	
01 2610 621 2 002	360389	SVS 8/22/23-9/21/23		209.94
01 2610 621 1 004	360389	SVS 8/22/23-9/21/23		93.50
01 2610 621 0 000	360389	SVS 8/22/23-9/21/23		91.12
01 2610 621 1 006	360389	SVS 8/22/23-9/21/23		440.87
01 2610 621 1 003	360389	SVS 8/22/23-9/21/23		603.00
01 2610 621 2 001	360389	SVS 8/22/23-9/21/23		(503.69)
			Vendor Total:	934.74
	70981 YORK ELEMENTARY SCHOOL		80.00	
01 3540 330 1 003	7	EARLY CHILDHOOD SUMMIT - LAMBERT, DIRKSC		80.00
			Vendor Total:	80.00
			Fund Total:	832,466.41
			Checking Account Total:	832,466.41
			Adam Bauman	574.19
			Emilsson	5000.00
			American Express	144.76
			Action Plumbing	11,100.00
			Windstream	1712.99
			Special Building Fund	150,000.00
			Payroll	1,635,136.52
			Total	2,636,134.87

<u>Check #</u>	<u>Vendor Name</u>		<u>Amount</u>		
<u>Account Number</u>	<u>Invoice</u>	<u>Description</u>		<u>Amount</u>	
Checking	8				
Checking	8	Fund: 08	SPECIAL BUILDING FUND		
	2933	BASEPOINT BUILDING AUTOMATIONS		2,225.00	
08 4700 720 0 000	138678	MS REPLACE DOOR MOTOR		2,225.00	
				Vendor Total:	2,225.00
	2934	FACILITY ADVOCATES		580.50	
08 4700 720 0 000	1271	HS PH3 GAS LEAK		580.50	
	2934	FACILITY ADVOCATES		1,534.00	
08 4700 720 0 000	1273	MS HP99 LEAK REPAIRS		1,534.00	
	2934	FACILITY ADVOCATES		2,031.00	
08 4700 720 0 000	1274	MS HP97 LEAK REPAIRS		2,031.00	
	2934	FACILITY ADVOCATES		6,634.00	
08 4700 720 0 000	1278.	MS REPLACE HOSE KITS ON 7 HEAT PUMPS		6,634.00	
	2934	FACILITY ADVOCATES		12,255.00	
08 4700 720 0 000	1279	HS CU5 COMPRESSOR		12,255.00	
	2934	FACILITY ADVOCATES		920.95	
08 4700 720 0 000	1294	HS AHU4 FROZE		920.95	
	2934	FACILITY ADVOCATES		286.00	
08 4700 720 0 000	1295	HAMLOW ROOMS NOT HEATING		286.00	
	2934	FACILITY ADVOCATES		4,495.00	
08 4700 720 0 000	1296	HS CU5 NOT COOLING		4,495.00	
	2934	FACILITY ADVOCATES		536.25	
08 4700 720 0 000	1303	EAGLE POD A NOT COOLING		536.25	
	2934	FACILITY ADVOCATES		143.00	
08 4700 720 0 000	1304	MS SMOKE ALARM ERV1		143.00	
	2934	FACILITY ADVOCATES		500.50	
08 4700 720 0 000	1307	EAGLE POD B NOT COOLING		500.50	
	2934	FACILITY ADVOCATES		1,001.00	
08 4700 720 0 000	1308	MS PH PUMP 3 NOISE		1,001.00	
				Vendor Total:	30,917.20
	2935	NEBRASKALAND BANK		152,885.68	
08 5000 831 0 000	69504/2023	PRINCIPAL LEASE PURCHASE TURF/TRACK PROJ		142,000.00	
08 5000 832 0 000	69504/2023	INTEREST LEASE PURCHASE TURF/TRACK PROJ		10,885.68	
				Vendor Total:	152,885.68
				Fund Total:	186,027.88
				Checking Account Total:	186,027.88



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 2nd day of October in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

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

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

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

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

The Architect:
(Name, legal status, address, and other information)

DLR Group Inc.
1128 Lincoln Mall, Suite 103
Lincoln, NE 68508
Attn: Darin Hanigan, AIA
(402) 742-4200
dhanigan@dlrgroup.com

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.

Init.

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User Notes:

(812468554)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

Init.

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§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Dr. Corey Worrell, Superintendent
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
(402) 786-2321
cory.worrell@district145.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:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Darin Hanigan, AIA
DLR Group Inc.
1128 Lincoln Mall, Suite 103
Lincoln, NE 68508
(402) 742-4200
dhanigan@dlrgroup.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Chad Wiles, President
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230
ChadW@hausmannconstruction.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.

§ 1.1.15 Other Initial Information on which this Agreement is based:

Init.

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§ 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 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

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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.

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§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations to the Owner and Architect with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event that costs to redesign the work are incurred after the GMP is set, then the Construction Manager shall be responsive for the costs of such redesign services.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project and furnish to the Owner, the Owner's Representative, and the Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner and Architect will promptly reply in writing to the Construction Manager if the Owner or Architect knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect to object to or reject any proposed subcontractor or supplier. The Construction Manager shall not contract with any subcontractor or supplier that the Owner or the Architect has so objected. 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.

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§ 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.)

Pre-Bond Services

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from foreseeable causes, or details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such foreseeable causes or anticipated details include, but are not limited to, refinement of details of design within the scope of standard, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Manager's Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any foreseeable causes or anticipated details which exceed the Construction Manager's Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Manager's Contingency shall be provided to

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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 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

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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.

§ 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.

§ 3.3.1.3 Construction Phase Conditional

The parties agree that the Owner shall have no obligation to compensate or otherwise authorize the Construction Manager to proceed beyond the scope of the preconstruction phase unless (1) a school bond initiative sufficient to fund the Project passes by a sufficient majority of the Owner’s voters, and (2) the Owner takes action to authorize the Construction Manager to proceed with the Construction Phase after passage of such bond initiative. Notwithstanding the foregoing, the Owner shall have the right, but not necessarily the obligation, to authorize the Construction Manager to proceed beyond the scope of the preconstruction phase even if a school bond initiative sufficient to fund the Project is unsuccessful. The Construction Manager agrees that in the event that the Construction Manager proceeds, without the Owner’s written authorization, to perform work or provide services that may be considered to be beyond the scope of the preconstruction phase, then the Construction Manager does so at its own risk and without any entitlement to compensation beyond that shown for preconstruction services in section 5.1. Nothing herein shall be construed to eliminate, reduce, or prejudice the Owner’s right to terminate this Agreement pursuant to Article 13.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner, upon written request from the Construction Manager, shall provide to Construction Manager, or shall ask the Architect or other appropriate consultant to provide to Construction Manager, as soon as practically possible, such existing information in its possession or in the possession of the Architect or other consultant regarding the requirements of the Project, the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment, systems sustainability and site requirements, when such information is required in order for the Construction Manager to fulfill its responsibilities under this Agreement.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Such information shall be provided for information only and is not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 4.3 Architect

The Construction Manager's services shall be provided in conjunction with the services of an Architect, which the Owner has retained. The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Pre-Bond Services: \$5,000 lump sum.

Preconstruction Services: \$10,000 lump sum.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 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.)

1.90% 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 1.90% 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 \$1,900.

§ 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 A 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)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any Subcontract Work to be performed by the Construction Manager’s own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 9.1, as amended, shall be treated as Work performed by a Subcontractor under Section 7.3. The Construction Manager’s compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted to the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 7 of this Agreement. Costs paid to the Construction Manager for such Work shall be treated only as "subcontract costs" for purposes of computing the allowable costs and fees payable to the Construction Manager.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of

the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 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 Intentionally deleted.

(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.

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§ 7.7.3 Intentionally 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, 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

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shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which proposals will be accepted. The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Project offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work.

§ 9.1.1 If during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of five (5) years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702-1992 for approval. Continuation sheets shall be submitted on AIA Form G703-1992. If the Architect and Program Manager approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, provided that such Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting

after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 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

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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)

§ 12.3 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 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

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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: 45-0523054.

§ 14.15 The Construction Manager acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 14.16 When present on Owner's property, Construction Manager and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 wear uniform at all times with company identification;
- .2 carry photo identification;
- .3 not smoke or otherwise use tobacco;
- .4 not use, or be under the influence of, alcohol or drugs;
- .5 not carry a firearm or other weapon; and
- .6 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 14.17 The Construction Manager shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement, together with all written modifications, amendments and riders signed by both parties, represents the entire agreement between the Owner and the Construction Manager concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, whether written or oral, between the Owner and the

Construction Manager. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed, as amended
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds, as amended
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, as amended, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)
(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Dr. Corey Worrell, Superintendent
School District 145 - Waverly
(Printed name and title)

DocuSigned by:

Chad Wiles

CONSTRUCTION MANAGER (Signature)

Chad Wiles, President
Hausmann Construction, Inc.
(Printed name and title)



2023 HCI Rental Rates Attachment A

Sales:
Adam Madsen (402) 309.4316
Service:
Tom Martinosky (402) 613.8780
Sam Higgins (402) 429.2471

Equipment	Model	Fuel	Day	Week	Month
Aerial Boom Lifts					
45' Straight 4x4	Genie S45	Diesel	\$260	\$615	\$1,525
65' Straight 4x4	Genie S65, JLG 660SJ, Manitou TJ65+	Diesel	\$315	\$790	\$2,200
85' Straight 4x4	Genie S85, JLG 860SJ, Manitou TJ85	Diesel	\$550	\$1,420	\$3,300
Interior Scissor Lifts					
20' Vertical Lift	Genie GR-20	Electric	\$110	\$175	\$435
19' Scissor Lift	Skyjack 3219	Electric	\$100	\$160	\$415
26' Scissor Lift	Skyjack 3226, Skyjack 4626	Electric	\$130	\$210	\$510
32' Scissor Lift	Skyjack 4632	Electric	\$160	\$315	\$710
40' Scissor Lift	JLG 4069	Electric	\$225	\$540	\$1,300
Rough Terrain Scissor Lift					
26' with Outriggers	Genie 2669RT	Dual	\$145	\$395	\$895
33' with Outriggers	Genie 3369RT	Dual	\$190	\$485	\$995
Skidsteers					
Wheel ≥ 2,500 lbs	Manitou 2600R, 2700V	Diesel	\$200	\$695	\$1,800
Wheel > 3,000 lbs	Manitou 4200V	Diesel	\$215	\$750	\$2,100
Track < 3,000 lbs	Manitou 1650RT, 2150RT	Diesel	\$240	\$815	\$2,200
Track 3,200 lbs	Manitou 3200VT	Diesel	\$275	\$895	\$2,475
Telehandlers					
6,000 lb 4x4, 34' Reach	Gehl RS6-34	Diesel	\$285	\$750	\$1,900
8,000 lb 4x4, 42' Reach	Gehl RS8-44	Diesel	\$325	\$900	\$2,450
10,000 lb 4x4 55' Reach	Gehl RS10-55	Diesel	\$445	\$1,200	\$3,200
Warehouse Forklifts					
5,000 lb Interior	Toyota 8FGU25, Manitou MI25G	Gas/LP	\$225	\$630	\$1,350
Loaders					
Wheel Loader	Deere 544K	Diesel	\$735	\$2,300	\$6,100
Track Loader	Caterpillar 953C, 953D	Diesel	\$875	\$2,450	\$6,500
Cranes					
110 Ton	Link-Belt 80110 Rough Terrain	Diesel	\$2,100	\$6,000	\$17,900
130 Ton	Link-Belt 80130 Rough Terrain	Diesel	\$2,700	\$8,000	\$23,500
160 Ton	Link-Belt 80160 Rough Terrain	Diesel	\$3,250	\$9,400	\$28,000
Excavators					
Mini Excavator	Mustang 170Z, Gehl Z17	Diesel	\$165	\$450	\$1,315
Mini Excavator	Deere 35G, Mustang 350Z, Gehl Z35	Diesel	\$195	\$605	\$1,725
Mini Excavator	Deere 50G, Mustang 450Z, 550Z	Diesel	\$275	\$825	\$2,100
Backhoe	Deere 410K	Diesel	\$315	\$1,155	\$3,200
Air Compressors					
Towable 185CFM	Doosan P185	Diesel	\$105	\$275	\$700
Heaters					
170,000 BTU	L.B. White Tradesman 170	LP	\$50	\$100	\$275
400,000 BTU	L.B. White Tradesman 400	LP	\$85	\$125	\$300
170,000 BTU	L.B. White Premier 170DF	Dual	\$95	\$135	\$400
350,000 BTU	L.B. White Premier 350DF	Dual	\$115	\$175	\$475
400,000 BTU	Frost Fighter 400DF	Dual	\$120	\$185	\$500
750,000 BTU	L.B. White Foreman 750DF Indirect Fire	Dual	\$275	\$650	\$1,800
1 Million BTU	L.B. White Boss 1000DF	Dual	\$195	\$325	\$775

Hose Rental: \$1/ft/month

Equipment	Model	Fuel	Day	Week	Month
Attachments					
Skid Steer Buckets	Smooth or Tooth - 72", 78", 84"		\$40	\$150	\$350
Skid Steer Fork Attachment	48" Forks		\$40	\$120	\$250
Skid Steer Broom/Sweeper	Edge 72" Hopper, 72" Angle/Open		\$125	\$225	\$550
Skid Steer Auger	Bits: 12", 18", 24"		\$75	\$250	\$700
Skid Steer Brush Cutter	Edge 72"		\$100	\$250	\$725
Skid Steer Rake	B-Built 96"		\$95	\$200	\$550
Skid Steer Snow Blade	Edge 84" Straight Blade, 84" V-Blade		\$100	\$350	\$700
Skid Steer Snow Push	Edge 96" Pusher		\$90	\$225	\$500
Hydraulic Breaker	Skid Steer and Excavator		\$135	\$415	\$1,300
Plate Packer	Excavator - Kent		\$75	\$150	\$475
Excavator Buckets	10", 12", 18", 24", 36"		\$35	\$100	\$275
Forklift Man Basket 10'			\$50	\$175	\$400
Forklift Spreader Bar	Star Industries: 12' - 20'		\$75	\$150	\$350
Crane Spreader Bar - 15 Ton	Boscaro EZBAR - 15 Ton		\$90	\$240	\$750
Crane Spreader Bar - 35 Ton	Boscaro EZBAR - 35 Ton		\$100	\$275	\$900
Material Lifting Crane Basket	6k lb Capacity		\$110	\$350	\$1,000
Skip Pans	Custom - 3,000 lb capacity		\$50	\$125	\$350
Overhead Pallet Lifter	Star Industries 660GP		\$50	\$175	\$450
Miscellaneous					
Ground Thaw Machine	Heat King HK300	Diesel	\$775	\$2,300	\$6,500
Hippo Hopper	3 cu.yd		\$50	\$115	\$350
Fan 36" - 42"		Electric	\$25	\$75	\$175
Negative Air 1200 CFM	Husqvarna A2000	Electric	\$50	\$115	\$300
Negative Air 600 CFM	Husqvarna A600	Electric	\$30	\$85	\$250
Dehumidifier	Drieaz Evolution, Drieaz LGR6000	Electric	\$40	\$110	\$325
Concrete Blankets	10'x25'		\$33/ea	\$33/ea	\$33/ea
Jumping Jack Compactor	Mikasa MTX-60HD	Gas	\$45	\$150	\$450
Electric Jackhammer	Dewalt	Electric	\$100	\$200	\$450
Floor Buffer		Electric	\$85	\$125	\$350
Mobile Fall Protection	Raptor TriRex		\$110	\$350	\$1,000
Sand Plate Compactor	Wacker Neuson, MultiQuip	Gas	\$45	\$150	\$450
Walk Behind Trench Roller	Wacker Neuson, Bomag	Diesel	\$125	\$475	\$1,200
Light Tower	Multiquip NightHawk LT12, Wanco	Gas	\$130	\$235	\$575
Gar-Bro Bucket 3/4-yd			\$50	\$135	\$300
Gar-Bro Bucket 3-yd			\$95	\$245	\$780
Gar-Bro Bucket 5-yd			\$105	\$325	\$950
Trash Chute			\$125	\$350	\$1,000
20kw Towable Generator	Wanco WSP25	Diesel	\$125	\$385	\$1,100
40kw Towable Generator	Wacker G50	Diesel	\$165	\$525	\$1,600
Generator/Welder	Bobcat 250EFI	Diesel	\$95	\$225	\$565
MIG Welder	Milleromatic 141, 210, 252	Electric	\$70	\$150	\$385
Dingo Utility Loader	Toro TX1000 w/36", 42" or 52" bucket	Diesel	\$175	\$500	\$1,350
Concrete Buggy, Track	Allen AT 14F	Gas	\$125	\$385	\$1,050
UTV 2-door	Polaris 900XP, Honda RZR	Gas	\$125	\$300	\$675
UTV 4-door	Polaris 1000XP	Gas	\$150	\$325	\$725
Water Truck	Sterling, International	Diesel	\$240	\$700	\$2,000
Storage Containers					
40' Storage Container			\$75	\$125	\$400
20' Storage Container			\$50	\$100	\$300
Delivery/Pick Up Charges					
Lincoln City Limits	\$200 one time fee. \$75 for items that fit in pickup bed.				
Out of City Limits	\$150 per hour (some exclusions apply)				

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 10:57:58 ET on 08/29/2023.

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AGREEMENT made as of the 2nd day of October in the year 2023

...

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

...

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

...

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462
The
The Architect:

...

DLR Group Inc.
1128 Lincoln Mall, Suite 103
Lincoln, NE 68508
Attn: Darin Hanigan, AIA
(402) 742-4200
dhanigan@dlrgroup.com

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Dr. Corey Worrell, Superintendent
School District 145 – Waverly
14511 Heywood St.

Waverly, NE 68462
(402) 786-2321
cory.worrell@district145.org
PAGE 4

Darin Hanigan, AIA
DLR Group Inc.
1128 Lincoln Mall, Suite 103
Lincoln, NE 68508
(402) 742-4200
dhanigan@dlrgroup.com

...

Chad Wiles, President
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230
ChadW@hausmannconstruction.com

...

Competitive bidding.
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§ 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.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In

the event that costs to redesign the work are incurred after the GMP is set, then the Construction Manager shall be responsive for the costs of such redesign services.

...

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the ~~Project~~ Project and furnish to the Owner, the Owner's Representative, and the Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner and Architect will promptly reply in writing to the 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.

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Pre-Bond Services

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order. The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from foreseeable causes, or details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such foreseeable causes or anticipated details include, but are not limited to, refinement of details of design within the scope of standard, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Manager's Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any foreseeable causes or anticipated details which exceed the Construction Manager's Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the

Construction Manager's Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Manager's Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative. Any unused Owner's contingency shall accrue to the Owner. If Construction Manager fails to include a specific line item for Owner's contingency in the Guaranteed Maximum Price, then the contingency amount shall be split in half: 50% shall be the Construction Manager's Contingency and 50% shall be Owner's Contingency.

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- .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.

...

§ 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.

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§ 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.

...

§ 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, 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.

§ 3.3.1.3 Construction Phase Conditional

The parties agree that the Owner shall have no obligation to compensate or otherwise authorize the Construction Manager to proceed beyond the scope of the preconstruction phase unless (1) a school bond initiative sufficient to fund the Project passes by a sufficient majority of the Owner’s voters, and (2) the Owner takes action to authorize the Construction Manager to proceed with the Construction Phase after passage of such bond initiative. Notwithstanding the foregoing, the Owner shall have the right, but not necessarily the obligation, to authorize the Construction Manager to proceed beyond the scope of the preconstruction phase even if a school bond initiative sufficient to fund the Project is unsuccessful. The Construction Manager agrees that in the event that the Construction Manager proceeds, without the Owner’s written authorization, to perform work or provide services that may be considered to be beyond the scope of the preconstruction phase, then the Construction Manager does so at its own risk and without any entitlement to compensation beyond that shown for preconstruction services in section 5.1. Nothing herein shall be construed to eliminate, reduce, or prejudice the Owner’s right to terminate this Agreement pursuant to Article 13.

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~~§ 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.

...

§ 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.

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§ 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.

...

Pre-Bond Services: \$5,000 lump sum.

Preconstruction Services: \$10,000 lump sum.

...

§ 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.

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1.90% 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.

...

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 1.90% 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 \$1,900.

...

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

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

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§ 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.

...

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior written approval of the Owner.

...

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

~~§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 9.1, as amended, shall be treated as Work performed by a Subcontractor under Section 7.3. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted to the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 7 of this Agreement. Costs paid to the Construction Manager for such Work shall be treated only as "subcontract costs" for purposes of computing the allowable costs and fees payable to the Construction Manager.

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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. Intentionally deleted.~~

~~§ 7.6.8 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

~~§ 7.6.9 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.~~

~~§ 7.6.10 Expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work, with the Owner’s prior approval.~~

~~§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

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~~§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others. Intentionally deleted.~~

...

~~.6 Except as provided in Section 7.7.3 of this Agreement, costs Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;~~

...

~~.9 Costs for services incurred during the Preconstruction Phase. Phase;
.10 Delay damages or claims; and
.11 Storage costs, unless with prior written Owner approval.~~

...

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. The Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work and that conform to the Contract Documents, and any such discounts, rebates, or refunds shall accrue to the Owner.

...

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. The Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from subcontractors for the performance of all major elements of the Work. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which proposals will be accepted. The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Project offers the best value to Owner. In opening proposals, neither Construction 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 in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

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§ 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.

...

- .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

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ten percent (10%)

...

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.~~

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- ~~.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;~~

...

- ~~.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 41.2.2.2-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

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§ 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.

...

Zero Dollars (\$0.00)

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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: 45-0523054.

§ 14.15 The Construction Manager acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 14.16 When present on Owner's property, Construction Manager and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 wear uniform at all times with company identification;
- .2 carry photo identification;

- .3 not smoke or otherwise use tobacco;
- .4 not use, or be under the influence of, alcohol or drugs;
- .5 not carry a firearm or other weapon; and
- .6 comply with all of the school district’s rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 14.17 The Construction Manager shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

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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.

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- .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:

...

(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.)

...

Dr. Corey Worrell, Superintendent
School District 145 - Waverly

Chad Wiles, President
Hausmann Construction, Inc.

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 10:57:58 ET on 08/29/2023 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)



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the [] day of [] in the year [], is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 2nd day of October in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

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

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

THE OWNER:
(Name, legal status, and address)

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

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

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.

Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ 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)

Dr. Corey Worrell, Superintendent
School District 145 - Waverly

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Chad Wiles, President
Hausmann Construction, Inc.

(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 10:58:18 ET on 08/29/2023.

PAGE 1

This Amendment dated the [REDACTED] day of [REDACTED] in the year [REDACTED], 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 2nd day of October in the year 2023 (the "Agreement")

...

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

...

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

...

(Name, legal status, and address)

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

PAGE 4

Dr. Corey Worrell, Superintendent
School District 145 - Waverly

Chad Wiles, President
Hausmann Construction, Inc.

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 10:58:18 ET on 08/29/2023 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 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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 2nd day of October in the year 2023
(In words, indicate day, month and year.)

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

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

THE OWNER:
(Name, legal status, and address)

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

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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.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, theft, vandalism, malicious mischief, or windstorm.

(Paragraphs deleted)

(Table deleted)

§ B.2.3.1.2

(Paragraphs deleted)

Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

(Table deleted)

(Paragraph deleted)

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

(Paragraphs deleted)

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**§ B.3.1 General**

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner that evidence compliance with the requirements in this Article B.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; (3) upon renewal or replacement of each required policy of insurance; and (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Construction Manager's certificates of insurance does not relieve any of the Construction Manager's responsibilities under the Agreement and shall not constitute a waiver of the Construction Manager's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Construction Manager's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the

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.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.2.3 The Construction Manager's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.2.4 Any aggregate limit under the Construction Manager's General Liability insurance shall, by endorsement, apply to this Project separately.

§ B.3.2.3 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Millions Dollars (\$1,000,000) combined single 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)

§ **B.3.4 Performance Bond and Payment Bond**

Init.

§ 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 10:58:30 ET on 08/29/2023.

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This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 2nd day of October in the year 2023

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School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
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...

Lancaster County School District No. 55-0145, commonly known as
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...

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

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§ B.2.3.1 ~~Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the~~ The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, ~~explosion,~~ theft, vandalism, malicious mischief, ~~collapse,~~

earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

~~§ B.2.3.1.2 Specific Required Coverages.~~ The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

Coverage

Sub-Limit

~~§ B.2.3.1.3~~ Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

~~§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.~~ The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

~~§ B.2.3.3 Insurance for Existing Structures~~

~~If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.~~

~~§ B.2.4 Optional Extended Property Insurance.~~

~~The Owner shall purchase and maintain the insurance selected and described below.~~

~~*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*~~

~~§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance~~, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

~~§ B.2.4.2 Ordinance or Law Insurance~~, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

~~§ B.2.4.3 Expediting Cost Insurance~~, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

~~§ 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

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§ 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 coverage no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

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§ 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)

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

THE OWNER:

(Name, legal status and address)

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

THE CONTRACTOR:

(Name, legal status and address)

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

THE ARCHITECT:

(Name, legal status and address)

DLR Group Inc.
1128 Lincoln Mall, Suite 103
Lincoln, NE 68508
Attn: Darin Hanigan, AIA
(402) 742-4200
dhanigan@dlrgroup.com

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- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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.

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

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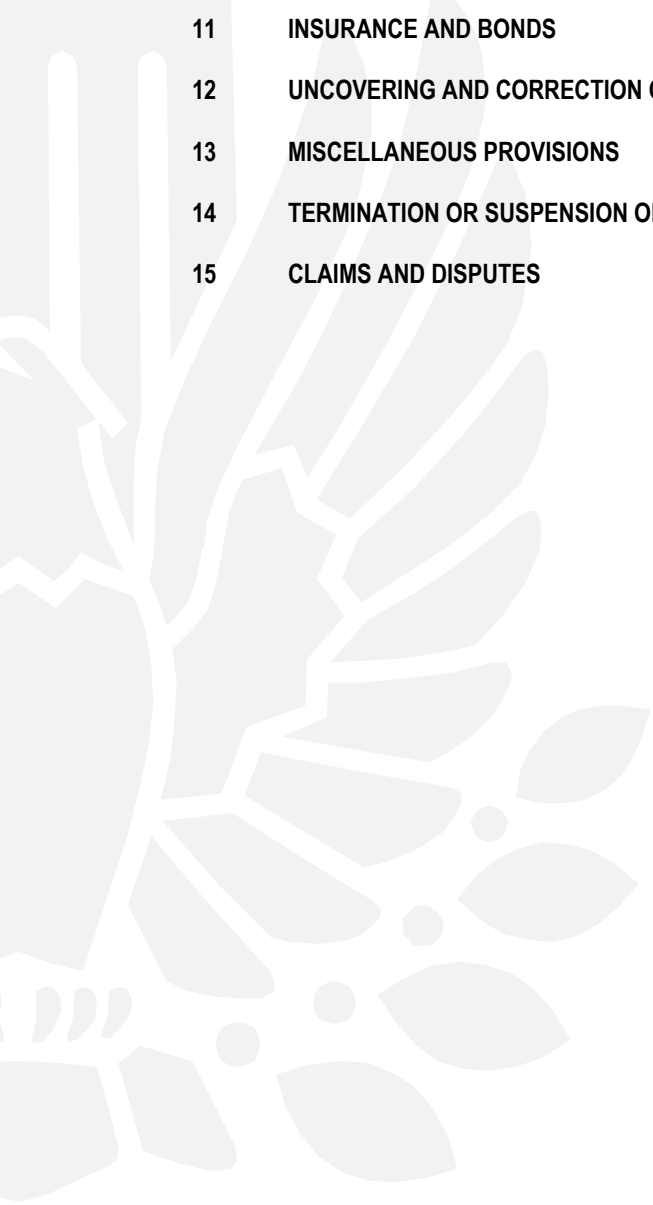
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User Notes:

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8	TIME
9	PAYMENTS AND COMPLETION
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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.

§ 1.1.9 Approved

When the words "approved," "satisfactory," "proper," or "as directed" are used, approval by the Architect shall be understood.

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§ 1.1.10 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.

§ 1.1.11 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.

§ 1.1.12 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.

§ 1.1.13 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,

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including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 EXTENT OF OWNER RIGHTS

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law or (iii) in equity.

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§ 2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in a professional and safe manner and in accordance with the Contract Documents and all federal, state, and local laws, regulations, and ordinances.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 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,

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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 (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.4 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the work was properly scheduled by the 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.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 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

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increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the Contract by the Owner pursuant to Section 14.2 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent or reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect within 10 day of full execution of this Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall

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be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by the Owner, the Construction Manager or the Architect as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date, (iv) value of Work completed to date, (v) percent of previous amount billed, (vi) previous amount billed, (vii) current percent completed, and (viii) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If any trade breakdown had been initially approved and subsequently used but was later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, unless otherwise required by the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- .3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.
- .4 Payment shall not include any charges for overhead or profit on stored materials.
- .5 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also

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.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.4.3 Notwithstanding any other provision in this Agreement, the issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 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

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Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.

The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

§ 10.2.9 When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

- .1 wear uniform at all times with company identification;
- .2 carry photo identification;
- .3 not smoke or otherwise use tobacco;
- .4 not use, or be under the influence of, alcohol or drugs;
- .5 not carry a firearm or other weapon; and
- .6 comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.11 When all or a portion of the Work is suspended for any reasons, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a concealed and undisclosed hazardous material or substance (as defined by the contract documents) not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract

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Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.3.3 If Contractor imports hazardous materials onto the project site, then Contractor hereby indemnifies and holds harmless the Owner, its consultants, trustees, officers, agents and employees, against any claims arising out of or related to such importation, including but not limited to costs and expenses the Owner incurs for remediation of a material or substance the contractor brings to the site, as provided for in subparagraph 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 Intentionally omitted.

§ 10.3.6 Intentionally omitted.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

The Contractor shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™-2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 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

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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 or federal trial court for the Nebraska 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

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include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.6.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.6.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Contract Documents.

§ 13.6.4 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or in the applicable subcontract.

§ 13.7 NO ORAL WAIVER

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.8 BACKGROUND CHECKS

The Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the Owner. The Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

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 stopped.
- (Paragraphs deleted)*

§ 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.

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§ 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

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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.

Init.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

(Paragraphs deleted)

§ 15.1.7 Intentionally omitted.**§ 15.2 Initial Decision**

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(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**

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.

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PAGE 1

(Name and location or address)

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

...

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

THE CONTRACTOR:

(Name, legal status and address)

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

THE ARCHITECT:

(Name, legal status and address)

DLR Group Inc.
1128 Lincoln Mall, Suite 103
Lincoln, NE 68508
Attn: Darin Hanigan, AIA
(402) 742-4200
dhanigan@dlrgroup.com

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The term "Contractor" shall have the same meaning as Construction Manager in the AIA Document A133™ - 2019.

...

§ 1.1.9 Approved

When the words "approved," "satisfactory," "proper," or "as directed" are used, approval by the Architect shall be understood.

§ 1.1.10 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.

§ 1.1.11 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.

§ 1.1.12 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.

§ 1.1.13 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.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents, a professional and safe manner and in accordance with the Contract Documents and all federal, state, and local laws, regulations, and ordinances.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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§ 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 (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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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.

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§ 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.

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§ 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.

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~~§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~ Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

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~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect within 10 day of full execution of this Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by the Owner, the Construction Manager or the Architect as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date, (iv) value of Work completed to date, (v) percent of previous amount billed, (vi) previous amount billed, (vii) current percent completed, and (viii) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If any trade breakdown had been initially approved and subsequently used but was later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

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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 equipment will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:~~

- ~~.1~~ The location must be agreed to, in writing, by the Owner and Surety.
- ~~.2~~ The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- ~~.3~~ The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.
- ~~.4~~ Payment shall not include any charges for overhead or profit on stored materials.

.5 ~~Payments for materials or equipment stored on or off the site shall be conditioned upon compliance by the Contractor with submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and or equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.~~

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMA, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Nebraska covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Nebraska. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Nebraska and may justify termination of Contractor's Contract with Owner.

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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.

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§ 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.~~

§ 10.2.9 When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

- .1 wear uniform at all times with company identification;
- .2 carry photo identification;
- .3 not smoke or otherwise use tobacco;
- .4 not use, or be under the influence of, alcohol or drugs;
- .5 not carry a firearm or other weapon; and
- .6 comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.11 When all or a portion of the Work is suspended for any reasons, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

...

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a concealed and undisclosed hazardous material or substance (as defined by the contract documents) not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

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.

...

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make

~~a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

~~§ 12.2.2.3~~ The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. Upon completion of any Work under or pursuant to this Section 12.2, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

...

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regard to its choice of law rules. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the Nebraska 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.

...

~~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.

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- .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.~~

...

~~§ 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.~~

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~~§ 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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~~§ 15.1.7 Waiver of Claims for Consequential Damages~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~.1 — damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~.2 — damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

~~§ 15.1.7 Intentionally omitted.~~

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.~~ Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. ~~The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 ~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.2.8 The decision of the Initial Decision Maker in response to a Claim shall not be a condition precedent to mediation or any other form of dispute resolution in the event (1) the positions of the Initial Decision Maker and Architect are vacant, or (2) the Claim relates to a construction lien.

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and 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 10:58:56 ET on 08/29/2023 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)

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

OWNER:

(Name, legal status and address)

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

CONSTRUCTION CONTRACT

Date: October 2, 2023

Amount: \$

Description:

(Name and location)

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

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:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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User Notes:

(1347765361)

§ 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.

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User Notes:

(1347765361)

§ 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 10:59:35 ET on 08/29/2023.

PAGE 1

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

...

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

...

Date: October 2, 2023

...

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

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 10:59:35 ET on 08/29/2023 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)

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

OWNER:

(Name, legal status and address)

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

CONSTRUCTION CONTRACT

Date: October 2, 2023

Amount: \$

Description:

(Name and location)

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

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:

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

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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.

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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**

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 10:59:50 ET on 08/29/2023.

PAGE 1

Hausmann Construction, Inc.
8885 Executive Woods Dr.
Lincoln, NE 68512
(402) 438-3230

...

Lancaster County School District No. 55-0145, commonly known as
School District 145 – Waverly
14511 Heywood St.
Waverly, NE 68462
Contact: Dr. Corey Worrell, Superintendent
Phone: (402) 786-2321
Email: cory.worrell@district145.org

...

Date: October 2, 2023

...

School District 145 - Waverly
School Facilities Improvement Project
14511 Heywood St.
Waverly, NE 68462

PAGE 2

- .2 the Owner declares a Contractor ~~Default, terminates the Construction Contract~~Default and notifies the Surety; and

PAGE 3

~~§ 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 10:59:50 ET on 08/29/2023 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)

October 23, 2023

Dear Dr. Worrell,

This letter is to formally notify you that I am resigning my position as Hamlow Elementary principal at the end of the 2023-2024 school year.

I am incredibly grateful for the opportunities I have been provided working for the Waverly School District for the past 14 years. I am excited to take what I have learned with me as I pursue the next steps in my career.

During the remainder of the school year, I will do everything possible to wrap up my duties and make the transition as seamless as possible.

Respectfully,

A handwritten signature in black ink, appearing to read "Michelle D. Rezek". The signature is written in a cursive style with a large, stylized initial "M".

Michelle D. Rezek

StudentsSchool Dances

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances. In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of [Name] Public Schools and their guests may attend.
 - a. Students currently attending [Name] High School or another Nebraska high school who have not been restricted from attending extracurricular activities at [Name] High School or their own school are generally considered appropriate dates or invited guests.
 - b. Persons who are younger than 16 or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.
 - c. Some school dances may be restricted to students attending specified grades levels at [Name] Public Schools. For any dances at the middle school level, only students attending [Name] Public Schools in the grade(s) for which the dance is being held may attend.
 - d. Students who have been suspended from school or from extracurricular activities may not attend.
 - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
 - f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
 - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.

2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco (including electronic nicotine delivery systems) are prohibited. Anyone using these or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change

the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

Eligibility for Selection of Royalty. Nomination and selection of royalty for school sponsored dances is an honor awarded by students to those of their peers that exemplify the highest standards of integrity and achievement. Students nominated for dance royalty must have demonstrated through their conduct, academic achievement and activities that they have represented, and will represent, themselves, their classmates, and their school in a manner which reflects outstanding effort, commitment to their school and fellow students, and integrity and good citizenship in the school and in the community. The students selected to be the “royalty” for the Homecoming and Prom or any other school sponsored dance or activity shall meet that general standard as determined by the administration and, in addition, meet the following specific academic, activity and conduct standards:

1. Specific Dance Eligibility and Selection Requirements:
 - a. Homecoming Queen & King:
 - Only a senior girl shall be eligible to be Queen and only a Senior boy shall be eligible to be King.
 - To be eligible, a candidate must agree to attend the entire Homecoming Dance and represent the school properly.
 - The queen and king will be chosen from the qualified nominees by secret vote of the student body during Homecoming week. Crowning will be held at the fall sports event deemed to have the largest attendance.
 - b. Prom King and Queen:
 - Only a Senior girl shall be eligible to be Queen and a Senior boy shall be eligible to be King. The candidates may not have been previously selected as royalty at another school sponsored dance.
 - To be eligible, a candidate must agree to attend the entire Prom Dance and represent the school properly.
 - The queen and king will be chosen from the qualified nominees by secret vote of the junior class.

General Policy Statement

All substantive decisions about curriculum, instructional procedures, textbook and instructional materials selection, research and testing, and staff development be made in accordance with the policies, philosophy and objectives of the Board of Education. The superintendent of schools is directed to organize the instructional program and to bring all major changes thereupon before the board, in a timely manner, for final determination. Further, the superintendent is to administer a continuous assessment of the effectiveness of the instructional program and to share the results of that assessment with the board and public through periodic reports.

The principle of equity be observed in the allocation of material and personnel resources to all buildings, grade levels, and established curricular programs.

Policy Adopted: 05/01/78
Policy Revised: 10/09/89
Policy Revised: 05/05/03
Policy Revised: 02/05/18

SCHOOL DISTRICT 145
WAVERLY, NEBRASKA

Learning Climate Assessment

The superintendent, or designee, will conduct assessment of the district's learning climate at the request of the Board of Education or, as required by the Nebraska Department of Education Rule 10. Staff, students as appropriate, and patrons or representative samples thereof will be polled anonymously concerning their satisfaction with and support for the learning climate. A summary of the results will be reported to the board of education and published in the district's annual report.

Policy Adopted: 11/05/90
Policy Revised: 05/05/03
Policy Revised: 02/05/18

SCHOOL DISTRICT 145
WAVERLY, NEBRASKA

Performance Goals and Indicators

School District #145 Waverly will use a variety of student evaluation tools, including performance goals and indicators established by the State to assess progress toward achieving those goals that are consistent to the extent appropriate with any other goals and academic standards for children. District #145 will provide the Nebraska Department of Education with information necessary to enable the State to assess progress toward achieving the goals established by the state.

Legal Reference: 34 CFR 300.157

Policy Adopted: 06/05/00
Policy Reviewed: 05/05/03
Policy Reviewed: 07/03/06
Policy Revised: 06/01/09
Policy Reviewed: 05/07/18

SCHOOL DISTRICT 145
WAVERLY, NEBRASKA

2024-2025 SCHOOL DISTRICT 145



District Calendar

August

- 7-New Teacher Orientation
- 8-Teacher Welcome Back
- 9-Teacher District PD, Building PD
- 12-Teacher work day in buildings
- 13-K-5 Plan Day
- 13-6th and 9th Graders First Day of School
- 14-Students First Day K-12

September

- 2-Labor Day; No School
- 20-No School; Teacher In-Service K-12

October

- 14-No School; Teacher Comp Day
- 15-No School; Teacher In-Service K-12

November

- 4-No School
- 5-No School; Teacher In-Service K-12
- 27-29 No School

December

- 20-Last Day of School-Full Day
- 23-31 No School

January

- 1-2 No School
- 3-No School; Teacher In-Service K-12
- 20-No School

February

- 13-No School for K-5
Elementary Plan Day
- 14-No School; Teacher Comp Day
- 17-No School; Teacher In-Service K-12

March

- 12-14 No School
- 17-No School; Teacher In-Service K-12

April

- 4-No School
- 18-No School
- 21-No School

May

- 18-Graduation
- 21-Student's Last Day-Full Day
- 22-Teacher Work Day-Full Day

August '24						
Su	M	Tu	W	Th	F	Sa
				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

September '24						
Su	M	Tu	W	Th	F	Sa
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					

October '24						
Su	M	Tu	W	Th	F	Sa
		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		

November '24						
Su	M	Tu	W	Th	F	Sa
					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

December '24						
Su	M	Tu	W	Th	F	Sa
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				

January '25						
Su	M	Tu	W	Th	F	Sa
			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	

February '25						
Su	M	Tu	W	Th	F	Sa
						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	

March '25						
Su	M	Tu	W	Th	F	Sa
						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					

April '25						
Su	M	Tu	W	Th	F	Sa
			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		

May '25						
Su	M	Tu	W	Th	F	Sa
				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

June '25						
Su	M	Tu	W	Th	F	Sa
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					

July '25						
Su	M	Tu	W	Th	F	Sa
		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		

*Scheduled inclement weather dates for students are May 24, 28, 29

*Additional teacher contract days if necessary for inclement weather are May 24, 28, 29

	Start Time	Dismissal Time	Early Dismissal (Last Day)	Late Start (2hr delay)
Eagle	8:10	3:10	11:25	10:10
Hamlow	8:25	3:20	11:40	10:25
WIS	8:30	3:30	11:50	10:30
MS	8:25	3:25	11:45	10:25
HS	8:40	3:40	12:00	10:40

- No School for Students
- Early Dismissal
- No Students K-5 Only

Quarter	Ends	Days	Semester	Teacher
1st	Oct. 11	42		46
2nd	Dec. 20	44	86	47
3rd	Mar. 11	44		47
4th	May 21	44	88	46
Total		174.0	174.0	186.0



Monthly Update for your Board Meeting Agenda

November 2023

Networking & Events
Latest 'Board Notes' – Monthly Newsletter
Annual Board Calendar Summary
Government Relations & Advocacy
This Month In ...
Monthly Agenda Video Updates & NASB's Video Resources
Contact Us



2023 Advocacy Handout

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

(www.NASBonline.org – Government Relations – Advocacy Handbook)

Your 2023 Advocacy Handout is now posted!

The NASB Advocacy Handout of proposed changes to the bylaws, standing positions and legislative resolutions for your review prior to the 2023 Delegate Assembly is now posted on the NASB website. To better prepare you and your board's voting representative for the Delegate Assembly, please download, review, and bring this Handout with you to Omaha. <https://members.nasbonline.org/government-relations/nasb-advocacy-handbook>

This year's Delegate Assembly will take place **Friday, November 17, at 8:00 AM**, in conjunction with the State Education Conference in Omaha. All items within the Advocacy Handout will be considered by this Assembly. If you haven't already, each board should select one board member to represent the district or ESU as the voting delegate.

Why is it important your district is represented at the Delegate Assembly?

- The Delegate Assembly determines NASB's annual legislative and leadership agenda.
- ... is a key cog in securing laws, regulations, and a vision in Nebraska to benefit public education.
- ... is where your voice can be heard.
- ... is your governance meeting for the entire year.
- ... allows for equal representation. One district. One vote.



Networking & Events ... Register Now

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

(www.NASBonline.org – Events)

All Dates & Locations Tentative & Subject to Change

NAPSF Fall Conference – November 6 – Kearney

<https://napsf.org/news-events/napsf-2023-fall-conference.html>

State Education Conference – November 15-17 - CHI Health Center, Omaha

<https://members.nasbonline.org/events/state-education-conference>

14th Annual Nebraska Child Health & Education Summit – December 13 – Omaha

JANUARY / FEBRUARY 2024

School Board Member Week in Nebraska – January 21-28

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

Legislative Issues Conference – January 21-22

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

Board President’s Retreats

January 28-29 – Norfolk February 4-5 – Kearney

<https://members.nasbonline.org/events/board-president-retreat>



Latest ‘Board Notes’ – Monthly Newsletter

<https://members.nasbonline.org/news-resources/board-notes-newsletter>

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

- *Thirteen Boards Receive Board of Excellence Award*
- *Training, Networking, Engagement & Events*
- *The 2023 State Education Conference*
- *At The Board Table*
- *Omaha Hosts 2023 Western Region Meeting*
- *Big Issues: What Can the Board Do?*
- *Choosing Your Board's Delegate ...*
- *NASB Affiliate Spotlight - Boyd Jones*
- *Connect the Dots - NAPSf Fall Conference*
- *This Month In ... And Much More!*



“Annual Board Calendar Summary”

View the full detailed calendar at:

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

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

November Board Agenda Items

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

ACCOUNTABILITY AND STUDENT ACHIEVEMENT REVIEW - Financial Literacy – Beginning the 2023-24 school year, each district shall include financial literacy instruction [at minimum complete at least one five-credit high school

course in personal finance or financial literacy prior to graduation]. On or before December 31, 2024, and on or before December 31 of each year thereafter, in order to promote and support financial literacy education, each school district shall provide an annual financial literacy status report to its school board, including, but not limited to, student progress in financial literacy courses and other district determined measures of financial literacy progress from the previous school year. §79-3004

ADVOCACY - Appoint local board Delegate Assembly Representative – notify Matt @ mbelka@NASBonline.org

BUDGET - District Audit Report – Review

****Review the full November Agenda on page 36 of the 2023 NASB Board Meeting Guide & Annual Board Calendar.**

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.

NASB President Retreats

January 28-29, 2024 in Norfolk February 4-5, 2024 in Kearney

Join the NASB Board Leadership Team in Norfolk or 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.



Government Relations & Advocacy

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

(www.NASBonline.org – Government Relations)

WHO IS YOUR DELEGATE? While any board member is welcome to attend the Delegate Assembly, each board should select one member to represent them as the voting delegate prior to November 17.

Now is a great time to engage your lawmaker while they are in the district. Reach out if NASB can help you make a connection. Advocacy starts at home!

Nebraska Attorney General’s Office Consumer Warning - THC-Containing Products Sold in Nebraska

<https://ago.nebraska.gov/attorney-general-consumer-warning>

Attorney General Mike Hilgers is warning consumers that many THC-containing products sold in Nebraska may be dangerous for human consumption for the following reasons: Unknown production processes; Mislabeling; Unknown health effects; & Danger to children



This Month In ...

<https://members.nasbonline.org/news-resources/board-notes-newsletter>

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

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the Board Notes newsletter for "This Month In ..."
Advocacy & Government Relations - ALICAP & Insurance - Board Leadership - Data Analytics - Energy Purchasing - Member Engagement - Policy - Search, Strengths & Awards - Technology



Monthly Agenda Video Updates & NASB's Video Resources

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

(www.NASBonline.org - News & Resources – Video Library)

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



Contact Us

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

(www.NASBonline.org – About Us)

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November 3, 2023

Dear Board of Education,

It is my intention to return to my position of Superintendent of District 145-Waverly for the 2024-2025 school year.

Sincerely,

A handwritten signature in black ink, appearing to read "Cory Worrell". The signature is written in a cursive style with a large, stylized initial "C".

Dr. Cory Worrell

Superintendent of Schools

The superintendent shall be responsible, either directly or via delegated authority, for the general operation and administration of the school district. The board is responsible for employing, working with, and evaluating the performance of the superintendent.

The superintendent shall be properly certified in accord with the legal requirements established by the Nebraska State Board of Education. In addition, the superintendent shall have such other educational and experiential training and skills as deemed appropriate by the board.

The superintendent shall be employed for not less than twelve months or more than 36 months, with the annual term of employment running from July 1 to June 30. In accord with state statute, the superintendent is regarded as a probationary employee and cannot accrue tenure in the school district. The responsibilities of the superintendent include, but are not limited to, the following:

A. EDUCATIONAL LEADERSHIP

1. Administers all activities of the school district according to policy as developed by the board and in doing so assumes responsibility for everything that occurs in the school district. Recommends a course of action to the board in all matters affecting the operation and welfare of the school district.
2. Oversees the establishment of the School Improvement Plan and/or educational goals of the school district both annually and over a long-range period. (Including, but not limited to: areas of curriculum and instruction, school configuration, school plant requirements and fiscal requirements.)
3. Conducts a continuous evaluation of the development and needs of the school district, utilizing input from the staff, students, and community as appropriate.
4. Provides the board with performance summative evaluations of all members of the administrative council according to board policy.
5. Upon approval by the board, and in line with policy, attends state, regional, and national conferences pertaining to the superintendent's duties.
6. Promotes an educational philosophy that emphasizes students.
7. Administers the total educational program and provides leadership in the development, improvement, implementation, evaluation and results of the school district's K-12 curriculum. Maintains a general knowledge of educational trends through professional development.
8. Supervises directly and/or through delegation, the recruitment, selection, assignment, evaluation, and professional growth opportunities for all personnel. Interprets and clarifies all personnel policies to staff and resolves personnel grievances or complaints in accordance with board policy.

Superintendent of Schools

9. Leads the administrative council in providing guidance, counsel, and motivation for school district administrators through individual supervision and regularly scheduled administrative council meetings.
10. Supervises the school district's compliance and reporting requirements with all State Department of Education rules, accreditation standards, state and federal statutes.
11. Represents the school district in its dealings with other school systems, conferences, legislative matters, legal matters, institutions, agencies, community organizations and the public.
12. Maintains effective relationships with legislative representatives, department of education personnel, and educational service unit administrators.

B. PERSONNEL RELATIONS

1. Recommends the number and type of positions needed for the effective operation of the schools.
2. Supervises the appointment, assigns, and defines the duties of all personnel, subject to the approval of the board.
3. Strives to create open and honest relations among all personnel in the school district and communicates the board's vision.
4. Deals with personnel matters in a forthright, objective, and professional manner.

C. PUBLIC RELATIONS

1. Assumes the responsibility of maintaining good human relationships among students, teachers, administrators, board members, parents, and the general public. The superintendent shall serve as a unifying force within the school district, striving at every opportunity to reconcile divergent viewpoints in order to do what is best for students and for public education.
2. Provides leadership in the development and execution of a sound school-community relations program that effectively communicates the needs and successes of the school district.
3. Establishes and maintains a sound working relationship with the news media, utilizing any public service opportunities for the betterment of education within the school community.
4. Maintains accessibility and visibility in the community, while serving as a spokesperson for the school district with the community and news media.
5. Is knowledgeable of and sensitive to the community's demographics.

Superintendent of Schools**D. WORKING RELATIONSHIP WITH THE BOARD OF EDUCATION**

1. Keeps the board informed on the programs and conditions of the school and keeps the president of the board informed of pertinent issues.
2. Attends and participates in all meetings of the board except when the superintendent's own position, salary, or tenure may be under consideration or as excused by the board.
3. Develops in cooperation with the president of the board an agenda for each board meeting and sees that all board meetings and actions are legally conducted and communicated to the public.
4. Develops the necessary rules and regulations to effectively carry out board policy. Develops the necessary rules and regulations for administrative duties not specifically covered in board policy; advises the board of the particular circumstances prompting such action.
5. Interprets, clarifies, assembles data, and provides professional guidance and assistance to the board.
6. Advises the board on the development and review of policies and administrative rules and regulations, which will enhance the school district's operation and maintain the school district's compliance with all state and federal mandates.

E. FINANCIAL MANAGEMENT

1. Provides overall leadership and guidance to the business manager in fiscal planning, development, interpretation and management of the budget.
2. Coordinates with the board in developing the annual budget and recommends it to the board for budget approval.
3. Administer the budget in accordance with state and federal regulations.
4. Supervises negotiations with recognized bargaining units and assists in related settlements.

F. MANAGEMENT OF FACILITIES, GROUNDS AND EQUIPMENT

1. Serves as custodian of all property, real or personal, owned, leased or borrowed by the school district; and lends exchanges, transmits or receives such property only in accordance with approval of the board.
2. Participates in the preparation of all plans and specifications including a District Master Plan for the purpose of modification and/or construction of facilities.

Superintendent of Schools

G. PERSONAL QUALITIES

1. Maintains high standards of ethics, honesty and integrity in all personal and professional matters.
2. Demonstrates the ability to work well with individuals and groups.
3. Is cordial, patient, personable, and sensitive to human needs.
4. Possesses and maintains the health and energy necessary to meet the responsibility of his position.
5. Expresses ideas in a logical, forthright, and professional manner.
6. Maintains professional development by reading, course work, conference attendance, participation on professional committees, visiting other districts, and meeting other superintendents.

Policy Adopted: 5/3/2010
Policy Reviewed: 09/07/19

SCHOOL DISTRICT 145
WAVERLY, NEBRASKA

Superintendent Evaluation Procedures

The board will conduct an ongoing evaluation of the superintendent's skills, abilities, and competence. The superintendent shall be formally evaluated not less than twice during the first contract year, and once during each contract year beginning with the second contract year of employment unless the board deems additional evaluations appropriate. The goal of the superintendent's formal evaluation is to ensure the educational program for the students is carried out, promote growth in effective administrative leadership, clarify the superintendent's role, clarify the immediate priorities of the board, and develop a working relationship between the board and the superintendent. The superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation; said response shall be placed in the superintendent's personnel file.

The superintendent's performance will be rated by each board member on the Superintendent Evaluation Form (Policy 2121). Judgments will be rendered on the extent to which the superintendent has achieved performance criteria based upon the job description, the achievement of Board Identified Superintendent Attributes, the progression on his/her annual goals, and the meeting of the district's School Improvement Plan and goals. Prior to the superintendent's evaluation, an opportunity will be presented to discuss progress on his/her annuals goals and the district's School Improvement Plan.

Evaluation forms and the superintendent's self-assessment on the evaluation form and goal attainment will be provided to board members sufficiently in advance of the December board meeting to allow the board president to compile the separate evaluations from individual board members. At the regular December board meeting, in closed session, the evaluation results will be shared with the superintendent and open discussion invited on any disparate viewpoints.

This policy supports and does not preclude the ongoing, informal evaluation of the superintendent's skills, abilities and competence.

Legal Reference: Neb. Statute 79-828

Policy Adopted: 5/3/2010
Policy Reviewed: 09/07/19

SCHOOL DISTRICT 145
WAVERLY, NEBRASKA

Superintendent Evaluation Form**I. EVALUATION PLAN**

The following process is recommended for the evaluation of the Superintendent of School District #145 – Waverly.

1. Prior to the evaluation, an opportunity will be presented to discuss progress on his/her annuals goals and the school district's School Improvement Plan.
2. The superintendent and individual board members will complete a Performance Evaluation form on the superintendent.
3. The board president will review and compile all individual superintendent evaluations.
4. The board president will meet with board members in closed session to review the compiled ratings. Such discussion may include the identification of strengths, and areas for improvement. The board will prepare an overall summary.
5. The board president will meet with board members and the superintendent in closed session to review the compiled ratings, overall summary, and any identified areas of improvement.
6. The board will consider contract renewal and take official board action in an open session.
7. Determination of salary and contract terms (as appropriate).

Superintendent Evaluation Form

As you complete this evaluation, keep in mind how the superintendent has demonstrated the following attributes in each performance category.

Board Identified Superintendent Attributes:

Attribute #1 - Student: Student-centered advocate with a vision dedicated to implementing programs and activities designed to advance student achievement. A proponent of quality education with a realization that meeting all student needs must be a district-wide priority.

Attribute #2 - Budget: Must think strategically, and possess the innate ability to identify alternative funding and resources. Impart proven skills and a comprehensive understanding of school finance, budget planning, and management. Leadership, vision, and experience to sustain a site-based management leadership structure.

Attribute #3 - Communications: Communicates with credibility, confidence, and authority. A good listener, who demonstrates excellent interpersonal relationship skills with students, staff, board of education and community members. A leader who projects a positive position and approach to school district business and their role as superintendent.

Attribute #4 - Curriculum/Instruction: An outstanding instructional leader who provides vision encompassing all students' learning and achievement. A life-long learner who sustains an understanding of current academic trends in curriculum and instruction, and who will strive to keep School District #145 on the cutting edge of curriculum and instruction to ensure a definitive impact of the vision of the school district defined through the School Improvement Plan.

Attribute #5 - Leadership: A leader who fosters a positive team relationship with and among board members, administrators, staff, and community. He/she must possess the skills necessary to lead by example, modeling excellence in long-range planning, honoring the district mission and vision while accentuating the skills and characteristics of the administrative council. The ability to anticipate emerging educational opportunities for a growing school and community, while demonstrating innovative strategies and action as a leader.

Attribute #6 - Legislative: Ability to offer stabilizing interactive skills when lobbying on behalf of the school district. Politically astute with the insight to work effectively in a constantly changing political environment. Demonstrate knowledge and the ability to articulate how proposed legislation will affect both the needs and interests of the school district.

Superintendent Evaluation Form

Provide a rating and provide comments describing your overall impression of how the superintendent has met each of the identified performance categories.

EDUCATIONAL LEADERSHIP: Administers all activities of the school district according to policy; evaluates and develops the needs of the school district; provides leadership in the school district’s K-12 curriculum development; leads the administrative council; provides leadership in solving problems; supports and assists in carrying out continuous programs of evaluation of the various aspects of the total school operations; is informed on all matters of education.

- Met
- Not Met

COMMENTS:

PERSONNEL RELATIONS: Maintains an effective communication system with all staff; demonstrates openness and consideration of others; develops sound personnel practices; deals with personnel matters in a forthright, objective, and professional manner.

- Met
- Not Met

COMMENTS:

Superintendent Evaluation Form

PUBLIC RELATIONS: Assumes the responsibility of maintaining good human relationships among students, teachers, administrators, board members, parents, and the general public; seeks input from all groups; works with news media effectively

- Met
- Not Met

COMMENTS:

RELATIONSHIP WITH THE BOARD OF EDUCATION: Keeps the board informed; develops the necessary rules and regulations to effectively carry out board policy; participates in resolving differences in opinions; offers professional guidance; provides ample information to enable board members to make decisions.

- Met
- Not Met

COMMENTS:

Superintendent Evaluation Form

FINANCIAL MANAGEMENT: Is able to develop budget plans and implement budget decisions; is familiar with state and federal funding; evaluates financial needs and makes recommendations; ensures funds are spent wisely; supervises negotiations with staff

- Met
- Not Met

COMMENTS:

MANAGEMENT OF FACILITIES, GROUNDS AND EQUIPMENT: Serves as custodian of all property, real or personal, owned, leased or borrowed by the school district; participates in the preparation of all plans and specifications for the purpose of maintenance, modification and/or construction of facilities.

- Met
- Not Met

COMMENTS:

Superintendent Evaluation Form

PERSONAL QUALITIES: Possesses and maintains the health and energy necessary to meet the responsibility of the position; maintains high standards of ethics and integrity; works well with others; is suitably attired and well-groomed; writes and speaks clearly and effectively; is poised during crisis; engages in professional development

- Met
- Not Met

COMMENTS:

GOAL ATTAINMENT: Success in making progress toward and/or reaching any specific goals as may be established by the board and/or superintendent. *(List Superintendent Goals)*

- 1.
- 2.
- 3.

- Met
- Not Met

COMMENTS:

Superintendent Evaluation Form

SUPERINTENDENT IMPROVEMENT ACTION PLAN

Superintendent:

Date:

- 1. Area of Improvement:
Expectation:
Method for Accomplishment:
Scheduled Completion Date:

- 2. Area of Improvement:
Expectation:
Method of Accomplishment:
Scheduled Completion Date:

- 3. Area of Improvement:
Expectation:
Method of Accomplishment:
Scheduled Completion Date:

- 4. Area of Improvement:
Expectation:
Method of Accomplishment:
Scheduled Completion Date:

Improvement Action Plan and progress will be reviewed on or before *(date)*, and will include input from the superintendent and board of education.

Superintendent:

(Signature)

(Date)

Board President

(Signature)

(Date)

Policy Adopted: 5/3/2010
Policy Reviewed: 09/07/19

SCHOOL DISTRICT 145
WAVERLY, NEBRASKA

Proposed
CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the Lancaster County School District 55-0145, a/k/a Waverly School District 145, hereinafter referred to as "the Board," and Dr. Cory Worrell, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 5th day of June, 2023, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of three (3) years beginning on the 1st day of July, 2023, and expiring on the 30th day of June, 2026. A "contract year" for purposes of this Contract shall be from July 1 to June 30, and shall consist of 260 work days, and the Superintendent shall be on duty on all week days during "Duty-Time" as that term is defined herein, except legal holidays and days elected as vacation as provided herein. .

2. Salary. The annual salary shall be: One Hundred Eighty Five Thousand, Eight Hundred and Six Dollars (\$185,806.00). Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, shall not reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and the School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and

(2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. Vacation. The Superintendent shall be allowed 20 working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
 2. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20) days. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay at the time the unused vacation day first became available; provided that there shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
 3. Sick and Bereavement Leave. The Superintendent shall be allowed twenty (20) working days of sick and bereavement leave each contract year with no accumulation of sick or bereavement days form contract year to contract year.
 4. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.
 5. Log. The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's secretary.
- B. Health and Dental Insurance. The District shall provide the Superintendent, and shall pay the full premium for, Employee, Spouse and Child(ren) level health and dental insurance coverage under the District's group insurance plan.
- c. Life Insurance: The District shall provide the Superintendent, and shall pay the full premium for, a term life insurance policy on the life of the Superintendent with a death benefit of \$100,000, with the proceeds of such life insurance payable to the beneficiary or beneficiaries designated by the Superintendent.
- D. Disability Insurance. The District shall provide the Superintendent, and shall pay the full premium for, enrollment in the District's group long term disability (LTD) insurance program.
- E. Retirement Plan. The Superintendent may elect to designate part of the Superintendent's annual salary to be invested in a tax exempt deferred income retirement plan of his choice.
- F. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent

with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.

- G. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- H. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
- 1. Avoidance of Fines or Penalties. The District may elect to not provide any benefit set forth in the Contract in the event the District determines in its discretion that the provision of the benefit would result in a fine or penalty. In the event the District makes such an election, the District shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine or penalty, and in the event such is not available, the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).
- J. Cell Phone. The District requires the Superintendent to have a cellular phone or other electronic device to provide immediate and/or remote access to the Superintendent.

4. Duties. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign. The Superintendent agrees to devote full time to the assigned duties during "duty Time" as defined herein, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties. For purposes of this Agreement, the term "Duty-Time" shall mean that portion of the Superintendent's professional duties performed during the regular school and work day in addition to the duties to be performed outside the regular school and work day for meetings of the Board of Education and other meetings, events or activities where the Superintendent's presence is required; regular school and work day "Duty-Time shall include (1) generally 8:00 a.m. to 5:00 p.m. during days when students and staff are scheduled to be present in the building during the calendared school year; and (2) generally 7:30 a.m. to 4:30 p.m. during days when students and staff are not scheduled to present in the building pursuant to the school calendar, provided that the Superintendent may determine in his/her sole discretion the exact hours of each day when he/she shall be on duty during the work day.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional

ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The Superintendent and Board agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

7. Contract Termination or Cancellation. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract,

and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical incapacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Residency. The Superintendent shall reside within the School District during the term of this contract.

9. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

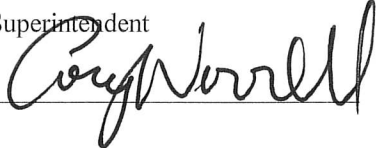

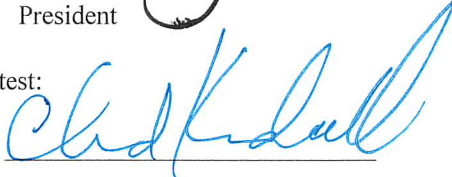
9. Governing Laws. The parties shall be governed by all applicable Nebraska and

145—Superintendent

federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before _____, 2023 shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this <u>5th</u> day of <u>June</u>, 2023.</p> <p>Superintendent </p>	<p>Executed this <u>5</u> day of <u>June</u>, 2023.</p> <p>Board of Education of Lancaster County School District 55-0145, a/k/a Waverly School District 145</p> <p>By:  President</p> <p>Attest:  Secretary or Other Authorized Officer</p>
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Superintendent Pay Transparency Notice—Proposed Contract Dr. Cory Worrell

Notice is hereby given that District 145 - Waverly Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on June 05, 2023 at 7:00pm at the Central Office Board Room in Lincoln, Nebraska.

After the 2023/24 school year, how many years remain on the contract:
(Column F must be completed if additional years remain on contract.)

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The estimated costs to the district for the 2023/24 year and future years are listed below:

	2023/24 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 185,806.00	\$ 371,612.00	\$ 557,418.00
Compensation for activities outside of the regular salary:			
• <i>Extended contracts / Activities outside of regular salary</i>		\$ -	\$ -
• <i>Bonus/Incentive/Performance Pay</i>			\$ -
• <i>Stipends</i>			\$ -
• <i>All other costs not mentioned above</i>			\$ -
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ 27,473.00	\$ 54,946.00	\$ 82,419.00
• <i>Cafeteria Plan Stipend</i>			\$ -
• <i>Cash in lieu of insurance</i>			\$ -
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u></i>			\$ -
• <i>District's share of retirement, FICA and Medicare</i>	\$ 32,572.00	\$ 65,144.00	\$ 97,716.00
• <i>IRS value of housing allowance</i>			\$ -
• <i>IRS value of vehicle allowance</i>			\$ -
• <i>Additional leave days</i>			\$ -
• <i>Annuities</i>			\$ -
• <i>Service credit purchase</i>			\$ -
• <i>Association / Membership dues</i>	\$ 450.00	\$ 900.00	\$ 1,350.00
• <i>Cell Phone/Internet reimbursement</i>			\$ -
• <i>Relocation reimbursement</i>			\$ -
• <i>Travel allowance/reimbursement</i>			\$ -
• <i>Mileage Allowance</i>			\$ -
• <i>Educational tuition assistance</i>			\$ -
• <i>All other benefit costs not mentioned above</i>			\$ -
Totals:	\$ 246,301.00	\$ 492,602.00	\$ 738,903.00